

ORIGINAL

NEW APPLICATION



ATTACHMENT "A"

Sun Leisure Estates Utility Co., Inc.
PO Box 5681
Yuma, Arizona 85366
W-02386A-

April 2, 2008

Arizona Corporation Commission

DOCKETED

APR - 8 2008

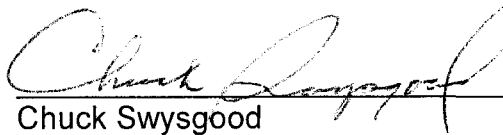
Docket Control Center
Arizona Corporation Commission
1200 W. Washington Street
Phoenix, Arizona

W-02386A-08-0189

DOCKETED BY	<i>MM</i>
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Attached is an application by Sun Leisure Estates Utility Co., Inc. for a Certificate of Convenience and Necessity. The purpose of this application is to obtain an emergency rate increase to drill a second well for the Sun Leisure Estates subdivision. This subdivision is strictly a 55 and older neighborhood with many residents who are retired. Currently there is one well however this subdivision has no other water source and with their aged population they want to be prepared should something happen to the current well. The original well has been abandoned and they are utilizing the second well exclusively. At their current water tariff schedule they are unable to timely accrue sufficient funds to cover the cost of drilling a new well. It would take 7 to 10 years to accumulate enough reserves to cover the cost and that is assuming they did not incur any major repairs on the current well. Although Sun Leisure Estates Utilities Co., Inc received a CCN on April 16, 1981, we were told to apply for a new one.

Thank you for your consideration.


Chuck Swysgood

RECEIVED
2008 APR - 8 P 4:30
AZ CORP COMMISSION
DOCKET CONTROL

ARIZONA CORPORATION COMMISSION

APPLICATION FOR A CERTIFICATE OF CONVENIENCE AND NECESSITY

WATER AND/OR SEWER

A. The name, address and telephone number of the Applicant (Company) is:

Sun Leisure Estates Utilities Company, INC

P.O. Box 1074

Yuma, AZ 85366

928-344-4050

B. If doing business (d.b.a.) under a name other than the Applicant (Company) name listed above, specify:

N/A

C. List the name, address and telephone number of the management contact:

Diana Crites, Crites & Associates, 255 W.

24th Street, Suite 2, Yuma, AZ 85364 928-344-4050

D. List the name, address and telephone number of the attorney for the Applicant:

Jason Moyes

1405 W. 16th Street 928-343-9447

Yuma, AZ 85364

E. List the name, address and telephone number of the operator certified by the Arizona Department of Environmental Quality:

Rick Miller operator #27427, P.O. Box 5450, Yuma AZ 85365

928-341-9685 (Sunstate Enviromental)

F. List the name, address and telephone number of the on-site manager of the utility:

None

G. The Applicant is a:

<input checked="" type="checkbox"/> Corporation: ____ "C", ____ "S", <input checked="" type="checkbox"/> Non-Profit ____ Arizona, ____ Foreign	____ Partnership ____ Limited, ____ General ____ Arizona, ____ Foreign
____ Sole Proprietorship	____ Limited Liability Company (LLC)
____ Other (Specify)	

H. If Applicant is a corporation:

1. List names of Officers and Directors:

Officers

Directors

Chuck Swysgood

Terry Erickson

Don Peterson

2. Attach a copy of the corporation's "Certificate of Good Standing" issued by the Corporation's Division of the Arizona Corporation Commission.

3. Attach a copy of the Articles of Incorporation.

4. Attach a copy of the corporation's By-Laws.

5. If a for-profit corporation, indicate the number of shares of stock authorized for issue:

6. If stock has been issued, indicate the number of shares issued and date of issue:

N/A

H. If the Applicant is a partnership: N/A

1. List the names of the general partners: N/A

2. List the name, address and telephone number of the managing partners: N/A

3. Attach a copy of the Partnership's Articles of Partnership. N/A

- If the Applicant is a foreign limited partnership, provide a copy of the Partnership's "Certificate of Registration" filed with the Arizona Secretary of State.

J. If the Applicant is a sole proprietor, list the name, address and telephone number of the proprietor:

N/A

K. If the Applicant is a Limited Liability Company:

1. List the names of managers:

N/A

L. List the names and addresses of any other public utility interest, which the applicant may have:

N/A

M. Attach a description of the area requested using **CADASTRAL** (quarter section description) or **Metes and Bounds** survey. References to parcels and dockets will not be accepted.

N. Attach a detailed map using the form provided as Attachment "B". Shade and outline the area requested. Also, indicate any other utility within the general area using different colors.

O. Attach financial information in a format similar to Attachment "C".

P. Explain the method of financing utility facilities. Refer to the instructions, item no. 7. (Use additional sheets if necessary):

In order to drill an additional well they would need to do
a special assesment with the homeowners.

Q. Estimated starting and completion dates of construction of utility facilities:

One week from the intial start date - To be determined
Starting date _____ Completion _____

R. Attach proposed Tariffs using either the water or sewer format of Attachment "D", unless the Utilities Division, prior to the filing of this application, approves another form.

S. Attach the following permits: To be late filed by June 30, 2008.

1. The franchise from either the City or County for the area requested. *N/A*
 2. The Arizona Department of Environmental Quality (or its designee's) approval to construct facilities. *To be filed later by June 30, 2008.*
 3. The Arizona State Land Department approval. (If you are including any State land in your requested area this approval is needed.) *N/A*
 4. Any U.S. Forest Service approval. (If you are including any U.S. Forest Service land in your requested area this approval is needed.) *N/A*
 5. (WATER ONLY) If the area requested is within an Active Management Area, attach a copy of the utility's Designation of an Assured Water Supply, or the developer's Certificate of Assured Water Supply issued by the Arizona Department of Water Resources, whichever applies.
 - If the area requested is outside an Active Management Area, attach the developer's Adequacy Statement issued by the Arizona Department of Water Resources, if applied for by the developer.
 - If the area requested is outside an Active Management Area and the developer does not obtain an Adequacy Statement, provide sufficient detail to prove that adequate water exists to provide water to the area requested. *See attached statement.*
 6. Provide a copy of your estimated property taxes. This may be obtained by contacting the Arizona Department of Revenue, Division of Property Valuation and Equalization. You must provide them with a five (5) year projection of the original cost of the plant, depreciation expense, the location of the property and the school district. *To be filed later by June 30, 2008*
- T. Provide the following information:

1. Indicate the estimated number of customers, by class, to be served in each of the first five years of operation:

Residential:

First Year 58 Second Year 58 Third Year 58 Fourth Year 58

Fifth Year 58

Commercial: *N/A*

First Year _____ Second Year _____ Third Year _____ Fourth Year _____

Response to Question S 5.

The submitted application is for an area located in a part of the state identified by the Arizona Department of Water Resources as the Yuma Basin. The following information was obtained from the Arizona Department of Water Resources website and is verbatim.

Basin Description

Yuma Basin is located in the extreme southwestern portion of Yuma County, generally bounded by the Colorado River on the west, Gila Mountains and Tinajas Altas Mountains on the east and the Mexican border to the South.

Findings

Groundwater occurs in the alluvial deposits of the valley. Depth to water is less than 50 feet along the north and west boundaries of the basin. In these areas, groundwater may be so shallow that draining of the soil is necessary. To the south and east depths to water increase and are close to 400 feet along the southern boundary toward the Tinajas Altas Mountains.

The groundwater aquifer at the boundary between the two basins near Dome is relatively narrow, restricting the movement of water from one basin to the other. Also, the major aquifers in the Yuma Basin occur under the floodplain of the Colorado River and under Yuma Mesa, both of which derive their supply from the Colorado River water.

Fifth Year _____

Industrial: N/A

First Year _____ Second Year _____ Third Year _____ Fourth Year _____

Fifth Year _____

Irrigation: N/A

First Year _____ Second Year _____ Third Year _____ Fourth Year _____

Fifth Year _____

2. Indicate the projected annual water consumption or sewerage treatment, in gallons, for each of the customer classes for each of the first five years of operation:

Residential:

First Year _____ Second Year _____ Third Year _____ Fourth Year _____

Approximately 4.15 million gallons a year

Fifth Year _____

Commercial: N/A

First Year _____ Second Year _____ Third Year _____ Fourth Year _____

Fifth Year _____

Industrial: N/A

First Year _____ Second Year _____ Third Year _____ Fourth Year _____

Fifth Year _____

Irrigation: N/A

First Year _____ Second Year _____ Third Year _____ Fourth Year _____

Fifth Year _____

3. Indicate the total estimated annual operating revenue for each of the first five years of operation:

Residential:

First Year \$14,000 Second Year \$14,000 Third Year \$14,000

Fourth Year _____ Fifth Year _____

Commercial: N/A

First Year _____ Second Year _____ Third Year _____

Fourth Year _____ Fifth Year _____

Industrial: N/A

First Year _____ Second Year _____ Third Year _____

Fourth Year _____ Fifth Year _____

Irrigation: N/A

First Year _____ Second Year _____ Third Year _____

Fourth Year _____ Fifth Year _____

4. Indicate the total estimated annual operating expenses for each of the first five years of operation:

Residential:

First Year \$10850.00 Second Year \$10850.00 Third Year \$10850.00

Fourth Year \$10850.00 Fifth Year \$10850.00

Commercial: N/A

First Year _____ Second Year _____ Third Year _____

Fourth Year _____ Fifth Year _____

Industrial: N/A

First Year _____ Second Year _____ Third Year _____

Fourth Year _____ Fifth Year _____

Irrigation: N/A

First Year _____ Second Year _____ Third Year _____

Fourth Year _____ Fifth Year _____

5. Attach an itemized list of the major components of the water or sewer system (see Attachment C-3). *To be filed later by June 30, 2008*

6. Indicate the total estimated cost to construct utility facilities:

\$19,500 for new well only everything else in place

Chuck Swygoo
(Signature of Authorized Representative)

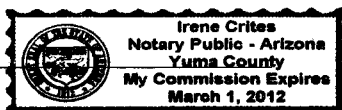
CHUCK Swygoo
(Type or Print Name Here)

President
(Title)

SUBSCRIBED AND SWORN to before me this 3 day of April, 2008

Irene Crites
NOTARY PUBLIC

My Commission Expires _____



ATTACHMENT "B"

Parcel No. 1

The West half of the Northeast Quarter (W1/2 NE ¼ of Section 28,
Township 9 South, Range 23 West of the Gila and Salt River Base
And Meridian, Yuma, County, Arizona,

EXCEPT that portion of the West half of the West half of the Northeast
Quarter of Section 28, described as follows:

BEGINNING at the Northwest corner of the West half, West half,
Northeast Quarter thence South 936 feet to a point, thence East 660.4
Feet to a point thence North 936 feet to a point thence West 659.45 feet to
the point of beginning.

AND FURTHER EXCEPTING a portion of the West half of the West half of
the Northeast Quarter of Section 28, described as follows:

BEGINNING AT THE Southwest corner of the Northeast quarter of said
Section 28, thence North 535.85 feet thence East 625.44 feet, thence
South 533.54, thence West 625.98 feet to the point of beginning.

Parcel No. 2

Lots 1 through 58, and Tract "A" Sun Leisure Estates, Unit No. 1,
according to Book 8 of Plats, pages 64 and 65, Records of Yuma County,
Arizona.

ATTACHMENT "B"

Yuma	28	9S	23W
COUNTY	SECTION	TOWNSHIP	RANGE

6		5		4	
7		8		9	
				1 0	
				1 1	
1 8		1 7		1 6	
				1 5	
				1 4	
1 9		2 0		2 1	
				2 2	
				2 3	
3 0		2 9		2 8	
				2 7	
				2 6	
3 1		3 2		3 3	
				3 4	
				3 5	
				3 6	

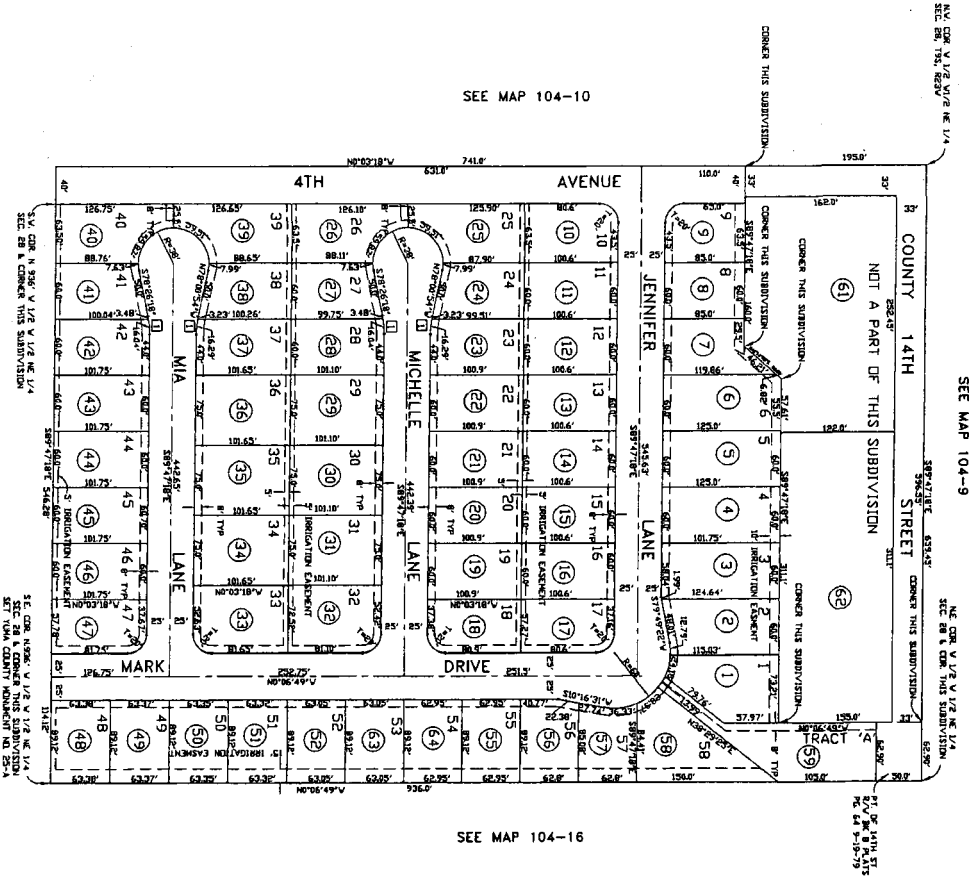
Type or Print Description Here:

See Attached.

BOOK 104 MAP 37

SUN LEISURE ESTATES UNIT 1

RECORDED IN BOOK OF PLATS 8 PG 64 ON 07-19-79, C.E. & R. IN DOCKET 1120 PG. 647



CURVE DATA TABLE				
NO.	DELTA	RADIUS	LENGTH	TANGENT
1	114°24'	80'	18.82'	8.72'
				18.67'

SEE MAP 104-16

SEE MAP 104-16

SEE MAP 104-9

SEE MAP 104-10

YUMA COUNTY
ASSESSOR

SCALE 1" = 100'

FOR INFORMATION ONLY
NO LIABILITY ASSUMED
YUMA COUNTY ASSESSOR

MAP LAST AMENDED

11-14-95 JCH
06-04-97 JCH
03-07-05 SKS
053A->065, 064



To be filed later by June 30, 2008.

ATTACHMENT "C"

PROFORMA BALANCE SHEET (WATER)

ASSETS

Current Assets

Cash \$ _____

Accounts Receivable _____

Other _____

Total Current Assets _____

Fixed Assets

Utility Plant in Service _____

(Less) Accumulated Depreciation _____

Net Plant in Service _____

Other _____

TOTAL ASSETS \$ _____

LIABILITIES AND CAPITAL

Current and Accrued Liabilities

Accounts Payable \$ _____

Notes Payable _____

Accrued Taxes _____

Accrued Interest _____

Other _____

Total Current and Accrued Liabilities _____

Long-Term Debt \$ _____

Other _____

Deferred Credits

Advances in Aid of Construction	\$	_____
Contributions in Aid of Construction		_____
Accumulated Deferred Income Tax		_____
Total Deferred Credits	\$	_____
TOTAL LIABILITIES	\$	_____

CAPITAL ACCOUNT

Common Stock	\$	_____
Preferred		_____
Paid in Capital		_____
Retained Earnings		_____
Total Capital	\$	_____
TOTAL LIABILITIES AND CAPITAL	\$	_____

PROFORMA INCOME STATEMENT (WATER)

	<u>YR ONE</u>	<u>YR TWO</u>	<u>YR THREE</u>
REVENUE:			
Water Sales	_____	_____	_____
Establishment Charges	_____	_____	_____
Other Operating Revenue	_____	_____	_____
Total Operating Revenue	\$ <u>14690.00</u>	\$ <u>14690.00</u>	\$ <u>14690.00</u>
OPERATING EXPENSES:			
Salaries and Wages	\$ _____	\$ _____	\$ _____
Purchased Water	_____	_____	_____
Power Costs	<u>1500.00</u>	<u>1500.00</u>	<u>1500.00</u>
Water Testing	<u>1850.00</u>	<u>1850.00</u>	<u>1850.00</u>
Repairs and Maintenance	<u>1038.00</u>	<u>1038.00</u>	<u>1038.00</u>
Office Supplies Expense	<u>240.43</u>	<u>240.43</u>	<u>240.43</u>
Outside Services	<u>3850.00</u>	<u>3850.00</u>	<u>3850.00</u>
Rents	_____	_____	_____
Transportation Expense	_____	_____	_____
Taxes Other than Property and income	<u>975.20</u>	<u>975.20</u>	<u>975.20</u>
Depreciation	_____	_____	_____
Health and Life Insurance	<u>1693.00</u>	<u>1693.00</u>	<u>1693.00</u>
Income Taxes	<u>45.00</u>	<u>45.00</u>	<u>45.00</u>
Property Tax	<u>690.00</u>	<u>690.00</u>	<u>690.00</u>
Miscellaneous Operating	_____	_____	_____
Total Operating Expense	\$ <u>11881.63</u>	\$ <u>11881.63</u>	\$ <u>11881.63</u>
OPERATING INCOME OR (LOSS)	\$ <u>2808.37</u>	\$ <u>2808.37</u>	\$ <u>2808.37</u>
OTHER INCOME/EXPENSES:			
Interest Income	\$ _____	\$ _____	\$ _____
Other Income	_____	_____	_____
Other Expenses	_____	_____	_____
Interest Expenses	_____	_____	_____
TOTAL OTHER INCOME/EXPENSE	\$ _____	\$ _____	\$ _____
NET INCOME (LOSS)	\$ _____	\$ _____	\$ _____

CW-3
PROFORMA UTILITY PLANT IN SERVICE (WATER)
FIRST YEAR

	ORIGINAL COST	ACCUM. DEPRC.	ORIG. COST LESS DEPREC.
Organization	\$ _____	\$ _____	\$ _____
Franchises	_____	_____	_____
Land and Land Rights	_____	_____	_____
Wells and Springs	_____	_____	_____
Electric Pumping Equip.	_____	_____	_____
Water Treat. Equip.	_____	_____	_____
Distribution Reservoirs and Standpipes	_____	_____	_____
Transmission & Dist.	_____	_____	_____
Mains	_____	_____	_____
Services	_____	_____	_____
Meters	_____	_____	_____
Hydrants	_____	_____	_____
Other Plant Structures and Improvements	_____	_____	_____
Office Furniture and Fixtures	_____	_____	_____
Transportation	_____	_____	_____
Equipment	_____	_____	_____
Tools and Work	_____	_____	_____
Equipment	_____	_____	_____
Laboratory Equipment	_____	_____	_____
Power Operated	_____	_____	_____
Equipment	_____	_____	_____
Communication Equipment	_____	_____	_____
Other Tangible Plant	_____	_____	_____
TOTAL PLANT IN SERVICE	\$ _____	\$ _____	\$ _____

To be filed later by June 30, 2008

ATTACHMENT "C"

PROFORMA BALANCE SHEET (SEWER)

N/A

ASSETS

Current Assets

Cash	\$	_____
Accounts Receivable		_____
Other		_____
Total Current Assets		_____

Fixed Assets

Utility Plant in Service		_____
(Less) Accumulated Depreciation		_____
Net Plant in Service		_____
Other		_____
TOTAL ASSETS	\$	_____

LIABILITIES AND CAPITAL

Current and Accrued Liabilities

Accounts Payable	\$	_____
Notes Payable		_____
Accrued Taxes		_____
Accrued Interest		_____
Other		_____
Total Current and Accrued Liabilities	\$	_____

<u>Long-Term Debt</u>	\$	_____
Other		_____

Deferred Credits

N/A

Advances in Aid of Construction	\$
Contributions in Aid of Construction	
Accumulated Deferred Income Tax	
Total Deferred Credits	\$
TOTAL LIABILITIES	\$

CAPITAL ACCOUNT

Common Stock	\$
Preferred	
Paid in Capital	
Retained Earnings	
Total Capital	\$
TOTAL LIABILITIES AND CAPITAL	\$

CS-2
PROFORMA INCOME STATEMENT (SEWER)

N/A

	<u>YR ONE</u>	<u>YR TWO</u>	<u>YR THREE</u>
REVENUE:			
Flat Rate Revenues	\$ _____	\$ _____	\$ _____
Measured Revenues	_____	_____	_____
Established Charges	_____	_____	_____
Other Operating Revenue	_____	_____	_____
Total Operating Revenue	\$ _____	\$ _____	\$ _____
OPERATING EXPENSES:			
Salaries and Wages	\$ _____	\$ _____	\$ _____
Purchased Sewer Treatment	_____	_____	_____
Sludge Removal Expense	_____	_____	_____
Purchased power for	_____	_____	_____
Pumping Treatment	_____	_____	_____
Sewage Treatment and	_____	_____	_____
Testing	_____	_____	_____
Repairs and Maintenance	_____	_____	_____
Office Supplies Expense	_____	_____	_____
Outside Services	_____	_____	_____
Rents	_____	_____	_____
Transportation Expense	_____	_____	_____
General Insurance	_____	_____	_____
Depreciation	_____	_____	_____
Health and Life Insurance	_____	_____	_____
Income Taxes	\$ _____	\$ _____	\$ _____
Property Tax	_____	_____	_____
Taxes Other than Property	_____	_____	_____
& Income	_____	_____	_____
Miscellaneous Operating	\$ _____	\$ _____	\$ _____
Total Operating Expense	_____	_____	_____
OPERATING INCOME OR LOSS	_____	_____	_____
OTHER INCOME/EXPENSES:			
Interest Income	\$ _____	\$ _____	\$ _____
Other Income	\$ _____	\$ _____	\$ _____
Other Expenses	_____	_____	_____
Interest Expenses	_____	_____	_____

CS-3

TOTAL OTHER INCOME/EXPENSE

NET INCOME (LOSS)

PROFORMA UTILITY PLANT IN SERVICE (SEWER)
FIRST YEAR

N/A

PLANT	ORIGINAL COST	ACCUM. DEPRC.	ORIG. COST LESS DEPREC.
Organization	\$ _____	\$ _____	\$ _____
Franchises	_____	_____	_____
Land and Land Rights	_____	_____	_____
Structure and	_____	_____	_____
Improvements	_____	_____	_____
Collection	_____	_____	_____
Sewers/Collecting	_____	_____	_____
Structures/Force Mains	_____	_____	_____
Service to Customers	_____	_____	_____
Flowing Measuring Devices	_____	_____	_____
and Installations	_____	_____	_____
Receiveing Wells	_____	_____	_____
Electric Pumping Equip	_____	_____	_____
Treatment Disposal	_____	_____	_____
Equipment	_____	_____	_____
Plant	_____	_____	_____
Outfall Sewer Lines	_____	_____	_____
Other Plant Structures	_____	_____	_____
and Improvements	_____	_____	_____
Office Furniture and	_____	_____	_____
Fixtures	_____	_____	_____
Transportation Equipment	_____	_____	_____
Tools and Work Equipment	_____	_____	_____
Laboratory Equipment	_____	_____	_____
Power Operated Equipment	_____	_____	_____
Communication Equipment	_____	_____	_____
Miscellaneous Equipment	_____	_____	_____
Other Tangible Plant	_____	_____	_____
TOTAL PLANT IN SERVICE	\$ _____	\$ _____	\$ _____

ATTACHMENT "D"

WATER TARIFF SCHEDULE

RATES AND CHARGES

CUSTOMER/MINIMUM CHARGE
PER MONTH

<u>METER</u>	<u>CHARGE</u>	<u>GALLONS</u>
5/8 X 3/4"	\$ 12.50	FOR 1000
3/4"	\$ 18.75	FOR 1000
1"	\$ 31.25	FOR 1000
1 1/2"	\$ 62.50	FOR 1000
2"	\$ 100.00	FOR 1000
3"	\$ N/A	FOR
4"	\$ N/A	FOR
5"	\$ N/A	FOR
6"	\$ N/A	FOR

SERVICE LINE & METER
INSTALLATION CHARGES

<u>METER</u>	<u>CHARGE</u>
5/8 X 3/4"	\$ 250.00
3/4"	\$ 275.00
1"	\$ 300.00
1 1/2"	\$ 345.00
2"	\$ 625.00
3"	\$
4"	\$
5"	\$
6"	\$

COMMODITY CHARGE (EXCESS OF MINIMUM):

\$ 1.50 PER 1000 GALLONS

FLAT RATE \$ N/A PER MONTH

SERVICE CHARGES:

- | | |
|---|----------------|
| 1. ESTABLISHMENT (R14-2-403.D.1) | \$ 25.00 |
| 2. ESTABLISHMENT/AFTER HOURS (R14-2-403.D.2) | \$ 40.00 |
| 3. RECONNECTION/DELINQUENT (R14-2-403.D.1) | \$ 25.00 |
| 4. NSF CHECK (R14-2-409.F.1) | \$ 15.00 |
| 5. METER REREAD/IF CORRECT (R14-2-408.C.2) | \$ 10.00 |
| 6. METER TEST/IF CORRECT (R14-2-408.F.1) | \$ 25.00 |
| 7. DEFERRED PAYMENT (R14-2-409.G.6) | \$ 15 |
| 8. DEPOSIT INTEREST (R14-2-403.B.3) | per rule% |
| 9. DEPOSIT (R14-2-403.B.7) | PER RULE |
| 10. REESTABLISHMENT W/N 12 MOs (R14-2-403.D.1) | MONTHS OFF THE |
| SYSTEM TIMES THE MINIMUM | |
| 11. <u>OTHER RATES & CHARGES APPROVED BY ORDER:</u> | |

IN ADDITION TO THE COLLECTION OF ITS REGULAR RATES AND CHARGES, THE COMPANY SHALL COLLECT FROM ITS CUSTOMERS THEIR PROPORTIONATE SHARE OF ANY PRIVILEGE, SALES OR USE TAX

CW-4
ATTACHMENT "D"

SEWER TARIFF SCHEDULE

UTILITY: N/A

PAGE OF

RATES AND CHARGES

FLAT RATE

RESIDENTIAL \$ PER MONTH

COMMERCIAL \$ PER MONTH

BASED ON WATER USAGE

RESIDENTIAL MINIMUM \$ FOR GALLONS

EXCESS OF MINIMUM \$ FOR GALLONS

COMMERCIAL MINIMUM \$ FOR GALLONS

EXCESS OF MINIMUM \$ FOR GALLONS

EFFLUENT SALES: (if applicable)

\$ PER GALLONS

SERVICE LINE CONNECTION CHARGE \$

SERVICE CHARGES:

- | | | |
|----|---|----------------------|
| 1. | ESTABLISHMENT (R14-2-603.D.1) | \$ <u> </u> |
| 2. | RECONNECTION/DELINQUENT (R14-2-603.D.1) | \$ <u> </u> |
| 3. | DEPOSIT (R14-2-603.B.7) | \$ <u> </u> |
| 4. | DEPOSIT INTEREST (R14-2-603.B.3) | <u> </u> % |
| 5. | REESTABLISHMENT W/N 12 MONTHS (R14-2-603.D.1) | \$ <u> </u> |
| 6. | NSF CHECK (R14-2-608.E.1) | \$ <u> </u> |
| 7. | LATE PAYMENT PENALTY (R14-2-608.F.1) | \$ <u> </u> |

OTHER CHARGES AS SPECIFIED BY ORDER:

ATTACHMENT "E"

PUBLIC NOTICE OF AN APPLICATION
FOR A CERTIFICATE OF CONVENIENCE, AND NECESSITY
BY SUN LEISURE ESTATES UTILITIES COMPANY, INC

Sun Leisure Estates Utilities Company, INC has filed with the Arizona Corporation Commission ("Commission") an application for authority to provide water service to an area in which records indicate that you are a property owner. If the application is granted, Sun Leisure Estates Utilities would be the exclusive provider of water service to the proposed area. Sun Leisure Estates Utilities will be required by the commission to provide this service under the rates and charges and terms and conditions established by the Commission. The granting of the application would not necessarily prohibit and individual from providing services to themselves from individually owned facilities on their property. The application is available for inspection during regular business hours at the offices of the Commission in [Phoenix at 1200 West Washington Street/Tucson at 400 West Congress, North Building, Room 218], and at Sun Leisure Estates Utilities, 255 W. 24th Street, Suite 2, Yuma, Arizona 85364.

The commission will hold a hearing on this matter. As a property owner you may have the right to intervene in the proceeding. If you do not want to intervene, you appear at the hearing and make a statement on your own behalf. You may contact the Commission at the address and telephone number listed below for the date and time of the hearing and for more information on intervention. You may not receive any further notice of the proceeding unless requested by you.

If you have any questions or concerns about this application, have any objections to its approval, or wish to make a statement in support of it, you may contact the Consumer Services Section of the Commission at [1200 West Washington Street, Phoenix, Arizona 85007 or call 1-800-222-7000/400 West Congress, North Building, Room 218, Tucson, Arizona 85701 or call 1-800-535-0148]

Bonne *Jan 2, 1981*
ARTICLES OF INCORPORATION
OF
SUN LEISURE ESTATES UTILITIES COMPANY, INC.

1 1. Name. The name of the corporation, which is a —
2 nonprofit corporation, is Sun Leisure Estates Utilities Company,
3 Inc. *OK & H*

4 2. Purposes. The purpose for which this Corporation —
5 is formed is to provide water and possibly other utility services
6 solely to the lots (the "Lots") and to the common area (the
7 "Common Area") in that certain platted subdivision, now existing
8 or as at any time hereafter amended, located in Yuma County,
9 Arizona, and known as "Sun Leisure Estates" (the "Development"),
10 as contemplated and provided for in that certain Second Restated
11 Declaration of Covenants, Conditions and Restrictions for Sun
12 Leisure Estates, which has or will be recorded in the Records of
13 Yuma County, Arizona (the "Declaration"); to perform all of the
14 duties and obligations and exercise all of the powers and privi-
15 leges of the Corporation, if any, as set forth herein and in the
16 Declaration; and, subject to the limitations, if any, imposed by
17 Subchapter T (§§ 1381-1388) of the Internal Revenue Code of 1954,
18 as amended ("Subchapter T"), to do all other things and exercise
19 all powers and rights of a corporation which are lawful and
20 consistent with the foregoing purposes and the nonprofit, corpora-
21 tive character of this Corporation. The purposes and authority
22 of this Corporation shall be as broad as, and no broader than,
23 the authority and purposes permitted in compliance with Sub-
24 chapter T, such that notwithstanding any other provision herein
25 to the contrary, this Corporation shall not engage in any
26 activities which may result in the alteration of its nonprofit

6680 5067

1 cooperative status and character and shall distribute patronage
2 dividends and perform such other acts and functions as may be
3 required by, and in compliance with, Subchapter T.

4 3. Initial Activity. The character of the business
5 the Corporation intends to conduct initially shall be to construct,
6 maintain and operate a water utility system solely for and within
7 the Development and to provide water service solely to the owners
8 of the Lots and the Common Area.

9 4. Membership. This Corporation shall be a non-stock,
10 cooperative corporation and shall be owned by all of its members
11 as hereinafter defined ("Members"). No dividends or pecuniary
12 profits shall be paid to its Members except as permitted by
13 Subchapter T. Membership in this Corporation shall be limited
14 solely to the owners of the Lots and the Sun Leisure Estates Home
15 Owner's Association which is or shall be the owner of the Common
16 Area as provided in the Declaration (the "Association"), and all
17 of such owners shall automatically be Members of this Corporation.
18 Membership in this Corporation automatically shall cease and
19 terminate, immediately, upon the owner ceasing to be an owner of
20 a Lot or the Association ceasing to be the owner of the Common
21 Area. Membership in this Corporation, and any Member's share,
22 right, title or interest in and to the funds or assets of this
23 Corporation cannot be transferred, assigned or hypothecated in
24 any manner whatsoever, except as an appurtenance to the Member's
25 ownership of a Lot or the Association's ownership of the Common
26 Area. Other limitations, privileges, obligations and rights

1 membership in this Corporation, if any, are as set forth in the
2 Declaration.

3 5. Voting Rights. This Corporation shall have two
4 classes of voting membership:

5 Class A. Class A Members shall be all owners of
6 Lots and the Association, its successors or assigns, as the owner
7 of the Common Area within the Development, with the exception of
8 Declarant (as defined in the Declaration), and each shall be
9 entitled to one vote for each Lot owned, or, as to the Associa-
10 tion, one vote for the Common Area. When more than one person is
11 an owner of any Lot, all such persons shall be members but shall
12 be required to cast their vote as a unit such that in no event
13 shall the vote with respect to any Lot be divided. The vote for
14 the Common Area shall be held and exercised only by the Associa-
15 tion, its successors and assigns. If more than one Lot is owned
16 by an individual, firm, partnership or corporation, that owner
17 shall be entitled to one vote for each Lot so owned.

18 Class B. The Class B Members shall be the Declar-
19 ant who shall be entitled to three votes for each Lot owned.
20 The Class B membership shall cease and be converted to Class A
21 membership as provided in the Declaration. All voting rights
22 shall be subject to suspension as provided in the Declaration and
23 to the other limitations, privileges, obligations and rights set
24 forth therein.

25 6. Board of Directors. The affairs of the Corporation
26 shall be conducted by an initial Board of Directors consisting of

two directors, but as set forth in the Bylaws of this Corporation, the number of directors may be increased. The directors shall be elected by the Members of this Corporation at their annual meeting, or a special meeting called for that purpose, and shall serve for such term as is fixed in the Bylaws. Except for directors designated by Declarant, each director shall be an owner of a Lot, or an officer, director, partner or beneficiary of a corporation, partnership or trustee which is the owner of such Lot. The directors and the initial officers of this corporation are:

- (a) Carroll J. Pierce - President - Director
- (b) William Altenbernd - Secretary/Treasurer - Director

7. Incorporators. The names and addresses of the incorporators are:

- (a) Carroll J. Pierce
c/o Carroll J. Pierce Investments
7345 East Earll Drive
Scottsdale, Arizona 85251
- (b) William Altenbernd
c/o Carroll J. Pierce Investments
7345 East Earll Drive
Scottsdale, Arizona 85251

8. Limitations. As set forth in the Declaration, this corporation is subject to certain limitations. No amendment to these Articles, nor any action taken by this Corporation pursuant hereto, shall be contrary to, or in conflict with, the limitations and other matters set forth in the Declaration.

1 9. Inconsistencies. In the event that any part
2 or provision of these Articles are in conflict or inconsistent
3 with the Declaration, the terms and provisions of the Declaration
4 shall prevail and supersede such conflicting or inconsistent
5 provisions hereof.

6 10. Amendments. Subject to the terms and conditions
7 herein set forth, and expressly subject to the terms and condi-
8 tions of the Declaration, these Articles may be amended, altered
9 or repealed only after written notice to all Members and upon the
10 affirmative vote of a majority of the Members of this Corporation
11 then entitled to vote at any regular or special meeting of this
12 Corporation, in person or by proxy. These Articles and any
13 amendments or alterations hereto shall be valid only if consistent
14 with the Declaration.

15 11. Bylaws. The initial Bylaws of this Corporation
16 may be adopted by the Board of Directors herein designated.
17 Amendments, alterations and repeal of the Bylaws may be made
18 only upon the affirmative vote of a majority of the Board of
19 Directors of this Corporation then entitled to vote at any
20 regular or special meeting of the Board, in person or by proxy.
21 The Bylaws and any amendments or alterations hereto shall be
22 valid only if consistent with the Declaration and these Articles.

23 12. Statutory Agent. The name and address of the
24 initial statutory agent of the Corporation is L & R Service Co.,
25 Suite 2200, 100 West Washington Street, Phoenix, Arizona 85003.
26

1 13. Indemnification of Directors and Officers.

2 Subject to the further provisions hereof, the Corporation shall
3 indemnify any and all of its existing and former directors and
4 officers against all expenses incurred by them and each of them,
5 including but not limited to legal fees, judgments, penalties,
6 and amounts paid in settlement or compromise, which may arise or
7 be incurred, rendered or levied in any legal action brought or
8 threatened against any of them for or on account of any action or
9 omission alleged to have been committed while acting within the
10 scope of employment as director or officer of the Corporation.
11 whether or not any action is or has been filed against them and
12 whether or not any settlement or compromise is approved by a
13 court. Indemnification shall be made by the Corporation whether
14 the legal action brought or threatened is brought by or in the
15 right of the Corporation or by any other person. Whenever such
16 director or officer shall report to the president of the Corpora-
17 tion or to the Board of Directors that he or she has incurred or
18 may incur expenses, including but not limited to legal fees,
19 judgments, penalties and amounts paid in settlement or compromise
20 in a legal action brought or threatened against him or her for or
21 on account of any action or omission alleged to have been com-
22 mitted by him or her while acting within the scope of his or her
23 employment as a director or officer of the Corporation, the Board
24 of Directors shall, at its next regular or at a special meeting
25 held within a reasonable time thereafter, determine in good
26 faith whether, in regard to the matter involved in the action or

1 contemplated action, such person acted, failed to act, or refused
2 to act willfully or with gross negligence or with fraudulent or
3 criminal intent. If the Board of Directors determines in good
4 faith that such person did not act, fail to act, or refuse to
5 act willfully or with gross negligence or with fraudulent or
6 criminal intent in regard to the matter involved in the action or
7 contemplated action, indemnification shall be mandatory and shall
8 be automatically extended as specified herein, provided, however,
9 that the Corporation shall have the right to refuse indemnifica-
10 tion in any instance in which the person to whom indemnification
11 would otherwise have been applicable shall have unreasonably
12 refused to permit the corporation, at its own expense and through
13 counsel of its own choosing, to defend him or her in the action.

14 EXECUTED this 2nd day of January, 1981.

15
16 Carroll J. Pierce
17 Carroll J. Pierce, Incorporator

18 William Altenbernd
19 William Altenbernd, Incorporator

20 STATE OF ARIZONA)
21) ss.
22 County of Maricopa)

23 This instrument was acknowledged before me this 2nd
24 day of January, 1981, by Carroll J. Pierce.

25 Marion M. Taylor
26 Notary Public

My commission expires: 2-27-81

1 STATE OF ARIZONA)
2) ss.
3 County of Maricopa)

4 This instrument was acknowledged before me this 2nd
5 day of January, 1981, by William Altenbernd.

6 Marian M. Taylor
7 Notary Public

8 My commission expires: 2-27-81
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DATE _____
TERM _____
DATE APPLIED _____
AFF. _____

JAN 19 3 26 PM '81

AZ. CONG. COMMISSION
FOR THE STATE OF AZ.
FILED

WESTOVER, CHARLES, SHADLE & BOWEN, P.C.
ATTORNEYS AT LAW
SUITE 200, 1000 N. GAVIN AVENUE
TUCSON, ARIZONA 85704

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DECLARATION OF COVENANTS, CONDITIONS, AND RESTRICTIONS

FOR

SUN LEISURE ESTATES

THIS DECLARATION, made and dated this 19th day of SEPTEMBER, 1979, by YUMA TITLE & TRUST COMPANY, an Arizona corporation, as TRUSTEE, being the owner of all the following described premises located in Yuma County, Arizona and described as follows:

lots 1 to 58 inclusive, and TRACT A, SUN LEISURE ESTATES, according to Book 8 of Plans, page 61-65, records of Yuma County, Arizona

and desiring to establish the nature of the use and enjoyment thereof, does hereby declare said premises subject to the following expressed covenants, stipulations and restrictions, as to the use and enjoyment thereof, all of which are to be construed as restrictive covenants running with the title to said premises and with each and every part and parcel thereof.

1. Lots 1 to 58 inclusive, SUN LEISURE ESTATES, shall be known and described as single-family residential lots. No more than one single-family mobile home or modular home shall be erected or maintained on any of the said lots.

2. No lot or lots or portion thereof shall ever be sold, conveyed, assigned or otherwise transferred to persons having custody, care or control of children under the age of 18 years, when said children may be reasonably expected to reside or dwell in such lot or lots for more than thirty (30) days during any three (3) month period, nor shall any child under the age of 18 years be allowed to reside on said lot or lots for more than thirty (30) days during any three (3) month period; provided, however, that nothing in this restriction shall compel or require the violation of any law

WESTOVER, CHARLES, SHADLE & BOWEN, P.C.
ATTORNEYS AT LAW
SUITE 200, 1000 N. GAVIN AVENUE
TUCSON, ARIZONA 85704

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relating to unlawful discrimination which may now or hereafter be in effect, and in the event of a conflict created by such law or laws, this agreement shall be construed and implemented in such manner as to avoid such conflict.

3. No mobile home dwelling shall be erected, permitted, or maintained upon said lots which contains less than 500 square feet of ground floor level area and not less than 10 feet in width under permanent roof, exclusive of open roof areas, cabanas, carports and garages; and no modular dwelling unit shall be erected, permitted, or maintained upon said lots which contains less than 900 square feet of ground floor level area under permanent roof, exclusive of open roof areas, cabanas, carports and garages. All mobile homes, modular homes, structures and buildings erected, permitted and maintained upon said lots shall not exceed one (1) story in height. All mobile homes shall have been manufactured no more than five (5) calendar years prior to the year in which they are placed upon the lots.

4. Self contained travel trailers, campers, fifth wheelers and motor homes may be permitted for a period of up to three (3) years on all lots of this subdivision for the use and enjoyment of the owner of the lot and his family. This provision shall not prohibit the parking of a self-contained travel trailer or motor home on one of the lots within the subdivision after the erection of a permanent mobile home or modular unit.

5. All permanent modular or mobile homes shall be set at no more than 14 inches above the grade established for irrigation purposes.

6. No industrial or commercial use of any kind or nature shall be permitted upon any of the lots herein. This provision will not prevent an owner of

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occupant from using said residence for the purpose of receiving business mail or any type.

1. All permanent mobile homes or modular homes shall be set back a minimum of 20 feet from the streets of the subdivision and shall be no closer than 10 feet to the side and rear property lines; except that carports, cabanas, detached storage areas, patios and other structures not affixed to the permanent dwelling may be placed within 3 feet in depth from the sidelines and 10 feet in depth from the rear property lines.

8. No unlawful, offensive or noxious activity or conditions shall be carried on or maintained upon any lot, nor shall anything be done or permitted thereon which may be or become a nuisance or annoyance to the neighborhood. No equipment, service yards, storage piles, nor anything normally described as junk, trash or rubble be kept or maintained on any lot. No incinerator, other than high-combustion burners, shall be kept or maintained on any lot. The combustion burners, shall be kept or maintained on any lot. The yards and grounds in connection with all improved properties shall be at all times kept in a neat and slightly condition and shall be cultivated and planted to any extent sufficient to maintain appearance not out of keeping with that of typical improved properties in this subdivision. No substantial, continuing properties in this subdivision, nor shall vehicle repair shall be conducted on any parcel, nor shall disabled and/or junk vehicles or vehicles of any kind be kept on any parcel or the adjacent public street or private alley. Landscaping and lot cleanup shall be completed within ninety (90) days from mobile home setup.

9. Fences or walls not exceeding 6 feet in height, may be erected up to the property lines, except in the front yard setbacks and the side yard setbacks adjacent to streets. Fences shall be constructed of top

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quality materials in a workmanlike manner and the use of chicken wire or plexiglass fences are specifically prohibited.

10. No animals, livestock, or poultry of any kind shall be raised, bred, or kept on any lot, except that dogs, cats or other household pets may be kept; provided, they are not kept, bred or maintained for any commercial purposes and in quantities which are not such as to create an annoyance or nuisance to the neighborhood.

11. The hydrologic design of this subdivision requires that each lot except all storm water falling on that lot, plus one-half (1/2) of the storm water falling on the public right-of-way fronting that lot.

12. Boats, boat trailers, camping trailers, or any other sporting or camping equipment or vehicle, shall not be stored or permanently parked on the front yard sidewalk or upon the public roads of the subdivision. Such articles or vehicles may be stored upon the property.

13. No advertising signs, billboards, unsightly objects, or other nuisances shall be erected, placed or permitted to remain on any of the lots; provided, however, that one "For Rent" or "For Sale" sign may be placed on any lot, provided said sign does not exceed 6 square feet. No elevated tanks of any kind shall be erected, placed or permitted upon any of the above described lots, except for such tanks used for the storage of gas, fuel oil, gasoline or oil in connection with the permanent residence thereon, and said tanks must be kept buried or kept screened by adequate plants or fence to conceal them from the neighboring lots.

14. There is hereby created easements upon, across, over and under the individual lots being a part of the subdivision in accordance with the terms, conditions and descriptions set forth in that certain P

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ATTORNEYS AT LAW
SUITE 200
1000 WEST 10TH AVENUE
DENVER, COLORADO 80202

W 1121 W 671

recorded in Book 8 of plats, at page 104-111, in the office of the Yuma County Recorder.

15. No lot or parcel of land in the subdivision shall be divided into smaller units or parcels, whether for lease or rental purposes; provided, however, that adjacent property owners may convey a portion of their property to another adjacent property owner, provided that all approvals necessary from the local governmental authorities have been obtained prior to the transfer of a portion of a lot.

16. Antennas for televisions and radio reception are permitted, but shall not exceed 20 feet in height from ground level.

17. No oil drilling, oil development, operations, oil refining, quarrying or mining operations of any kind shall be permitted upon or in any lot, nor shall oil wells, tanks, tunnels, mineral excavations or shafts be permitted upon, or in any lot. No derrick or other structure designed for use in boring for oil or natural gas shall be erected, maintained or permitted upon any lot.

18. Each of the lots in said tract shall constitute the dominant tenement and be entitled to the benefit of the covenants herein contained as against all of the other lots in said tract which shall constitute the servient tenements.

19. If the owner or possessor of any lot subject to these restrictions shall violate or attempt to violate any of the covenants herein, it shall be lawful for any other person or persons owning any real property situated in said tract to prosecute any proceeding at law or in equity against the person or persons violating or attempting to violate any such covenants and either to prevent him or them from so doing, or to recover damages for such violation, or both.

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ATTORNEYS AT LAW
SUITE 200
1000 WEST 10TH AVENUE
DENVER, COLORADO 80202

W 1121 W 672

These covenants, restrictions and conditions shall remain in force and effect until and including December 31, 2000. Thereafter, they shall be deemed to have been automatically renewed and extended for successive periods of ten (10) years each, unless revoked or amended by an instrument in writing, executed and acknowledged by the owners of not less than three-fourths (3/4) of the lots in said subdivision, and recorded in the office of the Recorder of Yuma County, Arizona.

These covenants, restrictions, reservations and conditions may at any time be modified or amended by an instrument in writing, executed and acknowledged by the owners of not less than three-fourths (3/4) of the lots in said subdivision, and recorded in the office of the Recorder of Yuma County, Arizona. Invalidity of any one of these covenants or restrictions by judgment of court order shall in no way affect any of the other provisions which shall remain in full force and effect. The benefits and obligations hereunder shall inure and be binding upon the parties hereto, their successors, assigns and personal representatives.

Failure to enforce any of the covenants, restrictions, rights, reservations, and limitations contained herein shall not, in any event, be construed and held to be a waiver thereof or consent to any further or succeeding breach or violation thereof.

IN WITNESS WHEREOF, YUMA TITLE & TRUST COMPANY, an Arizona corporation, as TRUSTEE, has caused its corporate seal to be signed and its corporate seal to be affixed by the undersigned officer hereto duly authorized, this 19th day of SEPTEMBER, 1979.

YUMA TITLE & TRUST COMPANY,
an Arizona corporation, as TRUSTEE
by William E. Farrell
William E. Farrell
President

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W1121 M673

STATE OF ARIZONA }
County of YUMA }

On this 19th day of September, 1979, before me,

the undersigned Notary Public, personally appeared WILLIAM E. FARRELL, who acknowledged himself to be the President of YUMA TITLE & TRUST COMPANY, an Arizona corporation, and acknowledged that he as such President, being authorized so to do, executed the foregoing DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS FOR SUN LEISURE ESTATES, for the purposes therein containing by signing the name of the corporation by himself as President.

IN WITNESS WHEREOF I hereunto set my hand and official

William E. Farrell
Notary Public

My Commission expires:

August 17, 1982



22850
YUMA TITLE & TRUST COMPANY
1375 S. 21st St. # 29
Yuma, Arizona 85404
C. N. JETTS
C. N. JETTS
4/20

1193 - 933

SUN LEASURE ESTATES
FIRST RESTATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

1980

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3.1.2 Subd. No lot shall be further subdivided or separated into smaller or different portions or conveyed or encumbered in less than the full original dimension as set forth in the plat. Dedication, conveyance or the granting of easements to public utilities or other public entities may be permitted with the prior written approval of the Board.

3.1.3 Compliance. No lot shall be used or maintained in violation of any applicable statute, ordinance, code or regulation of any governmental authority, the provisions of this Declaration or the village rules.

3.1.4 Exception. In developing and selling the Property, Declarant shall not be subject to the limitations of this paragraph and nothing contained in this Declaration shall prohibit or interfere with such activities by Declarant or its agents. All improvements constructed or installed by Declarant or its agents shall be subject to the provisions of this Declaration and notwithstanding any restriction or prohibition to the contrary set forth in this Declaration.

6. Majority Age.

6.1 Sale or Transfer. No lot or lot, or any portion thereof shall ever be sold, conveyed, assigned or otherwise transferred to, by operation of law or otherwise, any person or persons having care, custody or control of a child or children under the age of 18 years ("Minor Children") when such Minor Children may be expected to reside on such lot or lots for more than 30 days during any three-month period, nor shall a person or persons with such Minor Children have the right to acquire or receive title to a lot or lots.

6.2 Guests. No Minor Children shall be allowed to reside on a lot or lots as a guest of the owner thereof for more than 30 days during any three-month period.

6.3 Compliance with laws. Nothing in this Section shall compel any owner of any lot to take any action to prevent or prevent the violation of any law relating to unlawful discrimination which may now or hereafter be in effect, and in the event of a conflict created by such law or laws this Declaration shall be construed in such manner as to avoid such conflict.

5. The Sun Leisure Estates Home Owner's Association.

5.1 Organization.

5.1.1 The Association. The Association shall be a nonprofit, Arizona corporation chartered with the duties and powers prescribed by law and as set forth in the Articles, the Bylaws and this Declaration. Neither the law nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration.

5.1.2 Subsidiary Associations. The Association shall have the right to form one or more subsidiary associations for any purpose or purposes deemed appropriate by the Board. Without limiting the generality of the foregoing, one or more subsidiary associations may be formed for the operation and maintenance of any specific area located within the Property. However, such subsidiary associations shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Owners.

5.1.3 Board of Directors and Officers. The affairs of the Association shall be conducted by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws.

5.2 Powers and Duties of the Association. The Association shall have such rights, duties and powers as set forth herein and in the Articles and Bylaws.

5.3 The Village Rules. By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations in regard to the development and the facilities

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of the Development to be known as "The Village Rules." The rules may restrict and govern the use of any area by any Owner, by the family of such Owner, or by any invitee, licensee or lessee of such Owner; provided, however, that the rules may not discriminate among Owners and shall not be inconsistent with this Declaration, the Articles or the Bylaws. A copy of the Village Rules as they may from time to time be adopted, amended or repealed, shall be filed or otherwise delivered to each Owner.

5.4 Personal Liability. No member of the Board nor any officer of the Association, compensated or volunteer manager, or employee or agent shall be personally liable to any Owner for any damages, loss or prejudice suffered or claimed on account of any act, omission, error, or negligence, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct. Officers and members of the Board shall be indemnified against personal liability for acts or omissions in the manner set forth in the Bylaws.

5.5 Membership. Every Owner of a lot shall be a member of the Association. Membership shall be apportioned to and may not be separated from ownership of a lot. The rights and obligations of an Owner and membership in the Association shall not be assigned, transferred, pledged, conveyed, or alienated in any way except upon transfer of ownership to the Owner's lot and then only to the transferee of ownership of such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a lot shall operate to transfer membership to the new Owner.

5.6 Voting Rights. The Association shall have two classes of voting:

5.6.1 Class A. Class A shall consist of all Owners except Declarant and each shall be entitled to one vote for each lot owned.

5.6.2 Class B. Class B shall be the Declarant who shall be entitled to 3 votes for each lot owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following events:

5.6.2.1 Upon conveyance to an Owner other than Declarant of the last lot owned by Declarant, or

5.6.2.2 3 years from the date of this Declaration.

5.6.3 Suspension. If any Owner shall be in arrears in the payment of any amounts due under any of the provisions of any of the terms of this Declaration for a period of 15 days, that Owner's right to vote as a member of the Association shall be suspended automatically and shall remain suspended until all payments are made and defaulted cured.

5.6.4 Procedure. The vote for each lot must be cast as a unit and fractional votes shall not be allowed. If joint Owners are unable to agree among themselves as to how their vote shall be cast they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain lot, thereafter it will be conclusively presumed for all purposes that he or they were acting with the authority and consent of all other Owners of that lot. In the event more than one vote is cast for a particular lot, none of the votes shall be counted and such votes shall be void.

5.7 Bylaws. Each Member shall have such other rights, duties, and obligations not inconsistent herewith as are set forth in the Bylaws.

5.8 Management Agreement. The Association may enter into agreements for the professional management of the Property, including the facilities of the Development, and may enter into other contracts providing for management or maintenance services, and may enter into other contracts providing for management or maintenance services with the Declarant, or any builder or other party provided, however, that any such agreement may not have a term exceeding 2 years and must provide for termination by either party thereto without cause and without payment of a termination fee upon at least 60 days' prior written notice.

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6. Contract for Maintenance.

6.1 Owner. Each Owner shall be responsible for and bear the expense of the repair and maintenance of his lot to its Exterior Lot Lines. In such repair and maintenance, an Owner shall not interfere with, hinder or damage any facilities of the Association or any other lot or part of the Property. In addition, if the need for repair or maintenance of areas to be repaired and maintained by the Association is caused through the negligent or willful acts or omission of an Owner, his family, licensee, agent, tenant or invitee, the cost of such repair or maintenance shall be the responsibility of that Owner, either directly or through increased assessment, at the option of the Board. Further, repair and maintenance of any lot or Single Family Residence which is undertaken by the Association because of the failure or neglect of the Owner shall be the responsibility of the Owner, either directly or through increased assessment, at the option of the Board.

3.3. Association. The association bears the expense of the repair and maintenance of the facilities of the development thereof, as are repair and maintain such lots and Blunkle Family Residences, or portions thereof, as are not properly constructed, underused or maintained by the respective Owners.

COVENANT FOR MARRIAGE.

7.1 Creation of Lien and Personal Obligation. The Decedent, for each such Lot, hereby covenants, and each Owner of any lot by acceptance, it being understood that the Decedent shall retain no interest in said lots, whether or not he shall be so expressed in the instrument of conveyance, is deemed to covenant and agree to pay to the Association: (1) regular assessments and charges and (2) special assessments for capital improvements and other purposes as assessed by the Association and collected as hereinafter provided. The assessments and charges shall be established and collected as hereinbefore provided. The assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge against the land and shall be a continuing lien upon the lot against which each such assessment is made. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the Owner of such property as of the time when the assessment falls due. The personal obligation of the Owner for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The obligation of an Owner to pay assessments shall not be affected by any discontinue use of the facilities of the Development or the Owner's abandonment of the Lot.

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7.3 Establishment of Assessment. The Director may, upon the recommendation of the Association, assign, temporarily or permanently, any person to the position of assessor, and may, upon the recommendation of the Association, remove any person from the position of assessor. The assessor shall be subject to regular assessment in an amount to be determined by the Association in the following manner:

1.3.1 Repair and Maintenance. Each lot's pro rata share of the actual cost to the Association of the repair and maintenance to be performed by the Association as provided in paragraph 6.2.

1.1.2 Operations. Each Lab's pro rata share of the actual cost of the operation, maintenance and security of the facilities of the development.

7.3.3 Taxes and Insurance. Each lot's pro rata share of taxes and insurance maintained by the Association.

7.3.4 **Penalties.** Each lot's pro rata share of the sum determined by the Board, in its sole discretion, to be prudent for the attainment of revenues for repair, maintenance, taxes, insurance, capital improvements and other charges for

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The benefit of the Loan, the Grants and the Property. The Board shall also maintain an adequate reserve fund for maintenance, repairs and replacement of these elements and components of the facilities of the Development that must be replaced on a periodic basis.

7.3.5 Macellaneours Each of the Macellaneours shall be determined by the sum as the Board, in its sole discretion, may determine to be necessary to fulfill the purposes of the Association.

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1-6. **Special Assessments.** In addition to regular assessments, the Board shall have the right and power to provide for the construction of recreational and other common facilities, the alteration, demolition, removal or reconstruction of existing recreational and other common facilities, from time to time, as in its sole discretion. Assessments for the better interest of the Association, the Golf, the Owners and the property. Any such alteration, demolition, removal, construction, or addition shall be authorized by an affirmative vote of at least two-thirds of the Board at a duly called meeting at which a majority of each class of the Members present in person or by proxy at or at least a majority of each class of the Members or of proxies entitled to cast at least 50% of the votes of such class of membership shall constitute a quorum. If the required presence at a duly called meeting of Members or of proxies entitled to cast at least 50% of the votes of such class of membership shall constitute a quorum, the required presence of the votes of such class of membership shall be called by sending a written notice to all Members not less than 10 days nor more than 30 days in advance of the meeting, setting forth the purpose of the meeting, and the required quorum at the meeting. The meeting shall be on-call at the same time and in one installment. Such subsequent meetings shall be payable at the same time and in one installment.

3.5 **Assessment Rate.** The pro rata share of the total assessment to be made by each lot shall be the assessment rate for that lot. The assessment rate shall be a percentage determined as the product of one ("1") as the numerator and the total of all lots as the denominator. All assessments must be uniform for all lots except as otherwise provided herein.

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7.6.1 GtL. The Board may cause a lawsuit to be commenced against any defendant in the Association against no Owner to enforce the payment if any monies due to the Association remain unpaid for a period of 60 days after the date of delinquency assessment. Any judgment rendered in any such action shall include, without limitation, the amount of the delinquency, interest at the rate of 12% per annum from the date of delinquency, court costs and reasonable attorneys' fees filed by the Court; the date of delinquency.

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12. General Provisions.

12.1 **Enforcement.** The provisions of this Declaration shall run with the land and shall be binding upon all persons purchasing, owning, leasing, subleasing, occupying or otherwise having any right, title or interest in any of the lots or the property or interests therein, successors, administrators, grantees and assigns. After the date on which this Declaration has been recorded, this Declaration may be enforced by any one or more of the following: the Declarant, the Association, the Board, the Owner or Owners of any lot or lots of the First Mortgage. Prior to instituting legal action to enforce this Declaration against Declarant or the Association or the Board, an Owner shall notify Declarant and the Board in writing of the grievance and demand that the Owner shall not be deemed to have waived such violation. All at least 60 days thereafter within which to cure or eliminate such violation. All instruments of conveyance of any interest in all or any part of a lot or the property or interests therein shall be subject to the provisions herein by reference to this Declaration. However, the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, regardless of whether referenced in the deed or other instrument of conveyance. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provisions of this Declaration, to recover damages or otherwise. If any party employs attorneys to enforce a violation, to recover damages or otherwise pursuant to this Declaration, or to enforce any other provision of the terms and conditions of this Declaration, then the collection of the costs of the enforcement of this Declaration shall be a condition precedent to the enforcement of this Declaration. The Declarant or the Association shall be deemed to have waived such violation if the Declarant or the Association does not take any such action within the time specified herein. Nothing herein shall be deemed to constitute an adequate remedy for violations hereof.

12.2 **Waiver or Abandonment.** The waiver, or failure to enforce, any breach or violation of this Declaration shall not be deemed to be a waiver or abandonment of such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. The foregoing shall apply regardless of whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation. No restriction contained herein shall be deemed to have been waived or abandoned unless this Declaration is amended to delete such restriction.

12.3 **Equal Protection.** These Restrictions shall be applied to all similarly situated Owners without discrimination.

12.4 **Enforceability.** The invalidity of any one or more provisions hereof shall not affect the remaining portions of this instrument or any part thereof; all of which are inserted conditionally on their being held valid in law, and in the event that one or more of the provisions should be invalid or should operate to render this Declaration invalid, this Declaration shall be construed as if such invalid provision had not been inserted.

12.5 **Gender.** The singular, wherever used herein, shall be construed to mean the plural when applicable, and the necessary grammatical changes required to make it provisions hereof apply either to corporations or individuals, men or women, shall in all cases be deemed as though in such case fully expressed.

12.6 **Typical Knowledge.** The original or typical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of this Declaration.

12.7 **Amendment.** This Declaration shall remain in full force and effect for a period of 20 years from the date hereof. Thereafter, it shall be deemed to be amended for successive terms of 10 years unless revoked or amended by an amendment in writing, executed and acknowledged by the then Owners of not less than two-thirds of the lots within 90 days after the expiration of the initial effective period hereof, or any later extension. These restrictions may be amended at any time by the then Owners of not less than two-thirds of the lots within 90 days after the expiration of the initial effective period hereof, or any later extension.

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of not less than one-half of the lots. The Articles, the Bylaws and the Rules and Regulations of the Association shall be subordinate to and governed by this Declaration and all provisions thereof which are inconsistent herewith shall be void.

IN WITNESS WHEREOF, the undersigned has executed this First Declaration by its duly authorized officer this 15 day of March, 1980.

DECLARANT:

PALS LAND, INC.

[Signature]
By *[Signature]*
its authorized officer

STATE OF ARIZONA)
County of Maricopa) ss.
This instrument was acknowledged before me, 15 day of March, 1980, by as the of PALS LAND, INC., an Arizona corporation, on behalf of the corporation.

Notary Public

My Commission Expires:

[Signature]
Notary Public

207451
PALS LAND, INC.
1880 Sun 10 PM 3 00
033-8355
ALBERT E. SCHWARTZ
Notary Public

WILLIAM B. (BILL) ALLEN

PALS LAND, INC.
1880 Sun 10 PM 3 00
033-8355

M1207 INC 176

OWN LEIGUE ESTATES
SECOND RELATED
DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS

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M1207 INC 176

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SUN LITISURE ESTATES
SECOND RESTRICTED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

THIS SECOND RESTRICTED DECLARATION is made this 29th day of January, 1981, by
TALS LAND, INC., an Arizona corporation, hereinafter "Declarant":

RECITALS:

A. Declarant is the developer of that certain real property located in Yuma County, Arizona, hereinafter the "Property," which is more particularly described as Lots 1-38, inclusive, and Tract A, SUN LITISURE ESTATES, a subdivision according to the plat recorded in Book 8 of Plats, pages 64-65, Records of Yuma County, Arizona, as and plat recorded in Book 8 of Plats, pages 64-65, Records of Yuma County, Arizona, as and plat recorded thereafter the Property may otherwise be referred to as the "Development";

B. Declarant's predecessor in interest caused to be executed and recorded that certain "Declaration of Covenants, Conditions and Restrictions" as recorded in Book 1121, page 667 of Records of Yuma County, Arizona (the "Original Declaration");

C. Declarant, pursuant to the authority granted to it in the Original Declaration, amended the Original Declaration pursuant to that certain First Restricted Declaration of Covenants, Conditions and Restrictions as recorded in Book 1191, page 933 of Records of Yuma County, Arizona (the "First Restricted Declaration");

D. Declarant is given the authority pursuant to the First Restricted Declaration to amend the First Restricted Declaration from time to time;

E. As of the date hereof, Declarant, as the owner of 50% or more of the Lots referred to in the First Restricted Declaration has the authority to amend the First Restricted Declaration as set forth herein;

F. Declarant desires to subject and impose upon the Property mutual and beneficial easements, restrictions, covenants, conditions, reservations, easements, liens, charges and development standards (hereinafter collectively referred to as the "Restrictions") under a general plan of improvement for the benefit of the Property and the owners thereof; and

G. Declarant has incorporated, as a nonprofit corporation, the SUN LITISURE ESTATES HOME OWNERS ASSOCIATION (the "Association"), for the purpose of the efficient preservation of the values and amenities of the Property and to which shall be delegated the power of maintaining and administering the "Restrictions" and collecting and disbursing the assessments herein created;

NOW, THEREFORE, Declarant hereby amends and restates the First Restricted Declaration and declares that the Property shall be held, sold, conveyed, used and improved subject to this Second Restricted Declaration and the following restrictions, all of which are for the purpose of enhancing and protecting the value, desirability and attractiveness of the Property and all of which are hereby declared to be for the benefit of the Association, the Property, the owners of the Property, and their heirs, successors, grantees and assigns. This Second Restricted Declaration establishes a general plan for the improvement and development of the Property and its use, occupancy and enjoyment. All of the provisions hereof shall be construed as covenants running with the land and equitable servitudes for the benefit of the Property or any portion thereof, having or acquiring any right, title or interest in the Property or any portion thereof, irrespective of whether or not referenced in a deed or other applicable instrument of conveyance.

1. Definitions.

1.1 "Articles" shall mean the Articles of Incorporation of the Association and the Company (as hereinafter defined) as the case may be.

1.2 "Assessment" shall mean the charge imposed as provided in

Paragraph B.

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1.3 "Association" shall mean and refer to the SUN LITISURE ESTATES HOME OWNERS ASSOCIATION, an Arizona nonprofit corporation, its successors and assigns.

1.4 "Board" shall mean the Board of Directors of the Association.

1.5 "Bylaws" shall mean the Bylaws of the Association, as and if amended.

1.6 "Change" shall mean the costs of operating the Company and the costs of water referred to in Article 5.

1.7 "Company" shall mean and refer to the SUN LITISURE ESTATES UTILITIES COMPANY, INC., an Arizona nonprofit corporation, its successors and assigns.

1.8 "Facilities of the Development" shall mean all the real and personal property owned by the Association for the mutual use and enjoyment of the Owners together with the fixtures and equipment used in conjunction therewith. The Facilities of the Development shall include all of the Property so designated in the Plat including, without limitation, any lot, the private roadways, sidewalks, culverts, gutters, landscaping, street parking areas, swimming pools, barbecues, cabanas, and all utility lines and systems located on the Property and outside the Exterior Lot Lines.

1.9 "Declarant" shall mean TALS Land, Inc., an Arizona corporation, and its successors and assigns, if such successors or assigns require more than one lot from Declarant for the purpose of development.

1.10 "Declaration" shall mean the provisions and Restrictions herein set forth in this document, as and if amended.

1.11 "Development" shall mean the property referred to in Paragraph 1.16.

1.12 "Exterior Lot Lines" shall mean the outside boundary lines or perimeter of a lot as depicted on the Plat which encloses the entire dimension of the lot conveyed by Declarant to the Owner.

1.13 "First Mortgage" shall mean any mortgage, deed of trust, or agreement for sale made to good faith, for value and duly executed and recorded as to create a lien that is prior to the lien of any other mortgage, deed of trust, or agreement for sale. The mortgage, beneficiary and vendor of any such mortgage, deed of trust or agreement for sale, respectively, shall be referred to as the "First Mortgagee."

1.14 "Foreclosure" shall mean and refer to any procedure or process whereby a mortgage, deed of trust or agreement for sale may be foreclosed or enforced against property subject to its lien including, without limitation, judicial foreclosure, nonjudicial foreclosure, sale, forfeiture by notice proceedings, foreclosure by judicial proceedings, the acceptance of a deed in lieu of foreclosure or similar proceedings.

1.15 "Lot" shall mean any portion of the Property which has been designated in the Plat into a separate component for use as a Single Family Residence except Tract A and further excepting Lots 48 and 49 to the extent they may be deemed facilities of the Development under Paragraph 9.2. Any combination of lots held by one Owner (other than Declarant) and combined for use by one Single Family shall constitute one lot.

1.16 "Member" shall mean any person, corporation, partnership, joint venture or other legal entity who is a member of the Association as provided in Paragraph 5.5.

1.17 "Owner" shall mean and refer to the record owner, whether one or more persons or entities, of equitable or beneficial title (or legal title if same has merged) of any lot. "Owner" shall include the purchaser of a lot under an executory contract for the sale of real property. The "Owner" does not include persons or entities who hold an interest in any lot solely as security for the performance of an obligation.

1.18 "Plat" means the subdivision plat of the Property recorded in Book 8 of Plats, pages 64-65, Records of Yuma County, Arizona, as and if amended.

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1.19 "Property" shall mean and refer to the property as described in the Plat, except Tract A.

1.20 "Restrictions" shall mean the easements, restrictions, covenants, conditions, reservations, easements, liens, charges and development rights set forth herein.

1.21 "Single Family" shall mean a group of one or more persons each related to the other by blood, marriage or legal adoption, or a group of not more than three persons not all so related, together with their domestic servants, who maintain a common household on a lot.

1.22 "Single Family Residence" shall mean a mobile home as defined in A.R.S. Section 32-1172(1)(B) or a residential building or a dwelling unit as defined in A.R.S. Section 32-1172(1)(D) located on a lot and occupied and used by a single family as a permanent residence, and the restrictions imposed by the applicable zoning laws or other state, county or municipal, statutes, ordinances, rules and regulations.

1.23 "The Village Rules" shall mean the rules adopted by the Association as provided in Paragraph 3.3.

1.24 "Visible From Neighboring Property" shall mean, with respect to any given object, that such object is or would be visible to a person six feet tall, standing on any part of such neighboring property at an elevation no greater than the elevation of the base of the object being viewed.

2. **Establishment.** Declarant intends to develop the Property in accordance with the general plan depicted in the Plat whereby the Property shall be developed as a planned development of Single Family Residences. Additional property within the immediately adjacent areas may be annexed to the Property by Declarant at any time, without the consent of the Owners or any others, upon the recordation by Declarant of one or more "Supplemental Declarations" together with an amendment to the Plat or a separate subdivision of other plat or property description. A Supplemental Declaration shall incorporate and refer to this Declaration and any certain modifications and additional provisions applicable to the Property or the property being annexed or delineated.

3. **Site Restrictions.**

3.1 **Buildings.** Each lot shall be used, improved and devoted exclusively to first-class residential use as and for no more than one Single Family Residence and no other occupation, profession, trade, business, religious, or other non-residential use shall be conducted upon or from any lot. Carports and other areas within a lot not initially designed as a living area shall not be used as a living area regardless of the presence or absence of alterations thereto.

3.2 **Construction.** Only a new Single Family Residence may be erected, placed or maintained on any lot. Trailers, sheds, structures of a temporary character used as a residence, whether temporarily or permanently, unsightly window coverings such as aluminum foil, newspaper, cardboard, or the like and horizontally, vertically, or otherwise placed for the care or treatment of the site or structure, materially or physically, are prohibited. Single Family Residences shall have the following minimum requirements:

- 3.2.1 at least 630 square feet of gross livable area under the permanent roof, exclusive of carports, cabanas and garages;
- 3.2.2 an exterior width of at least 12 feet;
- 3.2.3 not more than 15 feet in height above original lot grade;
- 3.2.4 the floor of which shall be at no more than 14 inches above the grade established for drainage and irrigation purposes;

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3.2.5 except as may be otherwise required by any governmental rule or regulation applicable thereto, none of it may be hereafter modified, there shall be a set back a minimum of 10 feet from the Exterior Lot Line fronting on any street and a minimum of 10 feet from any side or rear Exterior Lot Line, except that carports, cabanas, patios and other structures, if permitted, whether or not attached to the Single Family Residence, shall have a minimum set back of 10 feet from the Exterior Lot Line fronting on any street, 3 feet from the side Exterior Lot Line and 10 feet from the rear Exterior Lot Line.

3.3 **Accessories.** No clotheslines, wood piles, exterior storage areas or structures, heating or air conditioning equipment, or other exterior fixtures, machinery or equipment shall be permitted except with the prior written approval of the Board. Any such use or equipment as so approved shall be attractively screened or concealed (subject to all required approvals as to architectural controls) so as not to be visible from Neighboring Property. By automobile, truck or other vehicle, regardless of ownership, use, condition or appearance, shall remain on any lot in any manner which could be construed as being started, neglected, abandoned or otherwise not in active use.

3.4 **Utilities.** All gas, electric, power, telephone, water, sewer, television and other utility and service connections and lines shall be located either underground or concealed, except when prohibited by law. Services potentially, transmission, utility cabinets and similar installations may be located above ground. No outside speakers or amplifiers shall be permitted. No outside lighting shall be permitted except porchlights and other indirect non-colored lighting.

3.5 **Signs.** No advertising sign, billboard or display shall be permitted except one "For Sale" or "For Rent" sign not exceeding four square feet in size.

3.6 **Billboards.** No walls or fences shall be constructed other than by Declarant unless previously approved by the Board in writing. In no case shall any wall or fence fronting or facing any street exceed 3 feet in height, and in no case shall any other wall exceed 5 feet in height and they shall comply with all front yard and side yard setback requirements and in no case shall they be constructed of chicken wire or plastic.

3.7 **Landscaping.** No trees, shrubs or other landscaping shall covering or otherwise encroach upon any sidewalk, street or any portion of the Facilitation of the development. No Owner shall allow any condition which shall include, breed or harbor plant diseases or insects harmful.

3.8 **Maintenance.** No lot or Single Family Residence shall be permitted to fall into decrepitude and they shall be kept in good condition and repair and adequately painted. No garbage, rubbish, trash or debris shall be burned on the Property or be placed or allowed on a lot except within certain containers complying with governmental standards. The placement and maintenance of such containers shall be subject to regulations by the Board. No lot or Single Family Residence shall be allowed to present an unsightly appearance, endanger the health of Owners, create offensive odors or other nuisance or constitute an eyesore, annoyance or nuisance. The interiors of all carports or structures shall be maintained in a neat, clean and slightly condition. No carpet shall be used for the maintenance of power equipment, baby strollers or other toys, or for the conduct of any automobile, motorcycle, repairs or maintenance work. The parking of trucks, buses, trailers, boats and campers shall not be permitted except within areas approved by the Board.

3.9 **Alterations.** No improvements, additions, alterations, repairs, painting, landscaping, maintenance or other work which in any way affects or alters the exterior appearance of any lot or Single Family Residence shall be initiated without the prior written approval of the Board. Permission to alter landscaping, the Board shall establish a procedure for the preservation, maintenance and documentation of applications.

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for any such work. The Board shall have the right to refuse to approve any plans or specifications or grading plans, which are not suitable or desirable, in its sole opinion, for aesthetic or other reasons, and in so passing upon such plans, specifications and grading plans, and without any limitation of the foregoing, it shall have the right to take into consideration the suitability of the proposed improvements, and the effect of the improvements as planned on the outlook from the adjacent or neighboring property. All subsequent additions to, changes or alterations including exterior finish or color scheme, shall be subject to the prior written approval of the Board. No changes or alterations shall be made without the prior written approval of the Board. All decisions of the Board shall be final and the owner or other party shall have no recourse against the Board for its approval or refusal to approve any such plans and specifications.

3.10 **HAZARD.** No mining operations of any kind shall be permitted on the property whether involving discovery, exploration, location, removal, milling or refining and whether relating to water, oil, gas, hydrocarbons, gravel, uranium, geothermal steam or otherwise.

3.11 **Animals.** No cattle, reptiles, birds, fowl, poultry, fish, horses or livestock shall be permitted or kept on or in connection with any lot or the property. Commonly accepted household pets such as dogs, cats, birds and fish in reasonable numbers may be maintained within a lot for domestic purposes but not for commercial purposes. All other pets shall be restricted to the facilities of the development or any other part of the property.

3.12 **Subdivision.** No lot shall be further subdivided or separated into smaller or different portions or conveyed or encumbered in less than the full original dimension as set forth in the plat. Dedication, conveyance or the granting of easements to public utilities or other public or quasi-public entities may be permitted with the prior written approval of the Board.

3.13 **Compliance.** No lot shall be used or maintained in violation of any applicable statutes, ordinances, code or regulation of any governmental authority, the provisions of this Declaration or the Village Rules.

3.14 **Limitation.** In developing and selling the property, Declarant shall not be subject to the limitations of this paragraph and anything contained in this Declaration shall prohibit or interfere with such activities by Declarant or its agents. All improvements constructed or installed by Declarant shall be especially permanent without necessarily for approval by the Board or any other and notwithstanding any restriction or prohibition to the contrary set forth in this Declaration.

4. **Minor Children.**

4.1 **Rule of Declarant.** No lot or lots, or any portion thereof shall ever be sold, conveyed, assigned or otherwise transferred to, by operation of law or otherwise, any person or persons having care, custody or control of a child or children under the age of 18 years ("Minor Children") when such Minor Children may be expected to reside or shall on such lot or lots for more than 30 days during any three-month period or shall a person or persons with such Minor Children have the right to acquire or receive title to a lot or lots.

4.2 **Waiver.** No Minor Children shall be allowed to reside on a lot or lots as a guest of the owner thereof for more than 30 days during any three-month period.

4.3 **Compliance With Law.** Nothing in this Section shall exempt or excuse the violation of any law relating to unlawful discrimination which may now or hereafter be in effect, and in the event of a conflict created by such law or laws this Declaration shall be construed in such manner to avoid such conflict.

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5. **The Law Relating to the Association.**

5.1 **Declaration.**

5.1.1 **The Association.** The Association shall be a nonprofit, artless corporation chartered with the state and limited with the powers prescribed by law and as set forth in the Articles, the Bylaws and this Declaration. Neither the law nor the Bylaws shall be amended or otherwise changed or interpreted so as to be inconsistent with this Declaration. The Association shall comply with the provisions of Section 338 of the Internal Revenue Code of 1954, as amended, so as to attain and continue the status of a tax exempt "voluntary real estate management association."

5.1.2 **Subsidiary Associations.** The Association shall have the right to form one or more subsidiary associations for any purpose or purposes deemed appropriate by the Board, without limiting the generality of the foregoing, and any or more subsidiary associations may be formed for the operation and maintenance of any specific area located within the property. However, such subsidiary associations shall be subject to this Declaration and may not take any action to lessen or abate the rights of the Owners.

5.1.3 **Board of Directors and Officers.** The officers of the Association shall be elected by the Board and such officers as the Board may elect or appoint, in accordance with the Articles and Bylaws.

5.1 **Form and Duties of the Association.** The Association shall have such rights, duties and powers as set forth herein and in the Articles and Bylaws.

5.1 **The Village Rules.** By a majority vote of the Board, the Association may, from time to time and subject to the provisions of this Declaration, adopt, amend, and repeal rules and regulations in regard to the development and the facilities of the development to be known as "The Village Rules." The rules may restrict and govern the use of any area by the Owners, by the family of such Owners, or by any licensee, licensee or licensee of such Owners provided, however, that the rules may not discriminate against any Owner and shall not be inconsistent with this Declaration, the Articles or the Bylaws. A copy of the Village Rules as they may from time to time be adopted, amended or repealed, shall be mailed or otherwise delivered to each Owner.

5.4 **Internal Liability.** No member of the Board nor any officer of the Association, compensated or voluntary manager, or employee or agent, shall be personally liable to any Owner for any damage, loss or prejudice suffered or claimed on account of its acts, omissions, errors, or negligence, provided that such person has, upon the basis of such information as may be possessed by him, acted in good faith, without willful or intentional misconduct. Officers and members of the Board shall be indemnified against personal liability for acts or omissions in the manner set forth in the Bylaws.

5.5 **Membership.** Every Owner of a lot shall be a member of the Association. Membership shall be open to all Owners and membership in the Association shall not be assigned, transferred, pledged, conveyed, or otherwise in any way except upon the transfer of ownership to the Owner's lot and then only to the transferee of ownership to such lot. Any attempt to make a prohibited transfer shall be void. Any transfer of ownership to a lot shall operate to transfer membership to the new Owner.

5.6 **Voting Rights.** The Association shall have two classes of voting:

5.6.1 **Class A.** Class A shall consist of all Owners except Declarant and each shall be entitled to one vote for each lot owned.

5.6.2 **Class B.** Class B shall be the Declarant who shall be entitled to a vote for each lot owned. The Class B membership shall cease and be restricted to Class A membership on the happening of either of the following events: whenever owner ceases;

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assessment is affected as provided in Paragraph 8.7. In addition to the personal liability of an Owner and the Association for such Charges, the lien imposed upon each lot and the Facilities of the Development for such Charges, the Company may discontinue providing services and take such other steps as the Board of Directors may determine appropriate in order to collect such Charges.

7. Covenant for Maintenance.

7.1 **Owner.** Each Owner shall be responsible for and bear the expense of the repair and maintenance of his lot to its exterior lot lines. In such repair and maintenance, an Owner shall not interfere with, hinder or damage any Facilities of the Development or any other lot or part of the Property. In addition, if the need for repair or maintenance of areas to be repaired and maintained by the Association is caused through the negligent or willful acts or omissions of an Owner, his family, licensee, guests, tenants or invitees, the cost of such repair or maintenance shall be the responsibility of that Owner, either directly or through increased assessment, at the option of the Board. Further, repair and maintenance of any lot or Single Family Residence which is undertaken by the Association because of the failure or neglect of the Owner shall be the responsibility of the Owner, either directly or through assessment by the Association, at the option of the Board.

7.2 **Association.** The Association shall be responsible for and bear the expense of the repair and maintenance of the Facilities of the Development and any repair and maintenance such lots and Single Family Residences, or portions thereof, as are not properly constructed, landlocked or maintained by the respective Owners.

8. Covenant for Assessments.

8.1 **Creation of Lien and Personal Obligation.** The Declarant, for each lot within the Property, hereby covenants, and each Owner of any lot by acceptance of such lot, whether or not it shall be so expressed in the instrument of conveyance, is deemed to covenant and agree to pay to the Association (1) regular assessments and charges and, (2) special assessments for capital improvements and other purposes. Assessments and charges shall be established and collected as hereinafter provided. The assessments, together with interest, costs, and reasonable attorney's fees, shall be a charge on the land and shall be a continuing lien upon the lot against which such assessments are made. Each such assessment, together with interest, costs, and reasonable attorney's fees, shall also be the personal obligation of the Owner of such property as of the time when the assessment falls due. The personal obligation of the Owner for delinquent assessments shall not pass to successors in title unless expressly assumed by them. The obligations shall not pass to successors in title unless expressly assumed by them. The obligations of the Owner to pay assessments shall not be affected by any disbandment of the Facilities of the Development or the Owner's abandonment of the lot.

8.2 **Purpose of Assessments.** The assessments levied by the Association shall be used to promote the health, safety and welfare of the Owners, and for the improvement and maintenance of the Lots, the Property and the Facilities of the Development, including, without limitation, the payment of taxes and governmental assessments, insurance premiums, repair, maintenance and construction costs, and supervision, management and related expense.

8.3 **Establishment of Assessments.** Declarant and each Owner, for themselves, their heirs, successors and assigns, hereby covenants that each lot shall be subject to regular assessment in an amount to be determined by the Association in the following manner:

8.3.1 **Regular and Miscellaneous.** Each lot's pro rata share of the actual cost to the Association of the repair and maintenance to be performed by the Association as provided in paragraph 7.2.

8.3.2 **Delinquency.** Each lot's pro rata share of the actual cost to the Association of the operation, maintenance and security of the Facilities of the Development.

8.3.3 **Taxes and Insurance.** Each lot's pro rata share of the actual cost to the Association of taxes and governmental assessments on the Facilities of the Development and insurance maintained by the Association.

8.3.4 **Reserves.** Each lot's pro rata share of the sums determined by the Board, in its sole discretion, to be prudent for the establishment of reserves for repair, maintenance, taxes, insurance, capital improvements and other charges for the benefit of the lots, the Owners and the Property. The Board shall also maintain an adequate reserve fund for maintenance, repair and replacement of those elements and components of the Facilities of the Development that must be replaced on a periodic basis.

8.3.5 **Miscellaneous.** Each lot's pro rata share of such additional sums as the Board, in its sole discretion, may determine to be necessary to fulfill the purposes of the Association.

8.3.6 **Procedure.** Regular assessments shall be determined by the Board and written notice of the amount of assessments and the due date shall be provided to the Owners not less than 30 days prior to the due date if payable monthly or not less than 10 days prior to the due date if payable quarterly, although failure to provide such notice shall not relieve any Owner from the obligation to pay such assessment. The first assessment period shall not commence earlier than the first day of the first month following conveyance of the first lot to an Owner other than Declarant. Upon demand and for a reasonable charge, the Board shall furnish to any Owner a certificate setting forth whether the assessments and charges on his lot are paid and, if unpaid, the amount unpaid. The certificate when signed by an officer or director of the Association shall be binding upon the Association as of the date of issuance.

8.4 **Special Assessments.** In addition to regular assessments, the Board shall have the right and power to provide for the construction of recreational and other common facilities, or the alteration, demolition, removal or reconstruction of existing recreational and other common facilities, from time to time, as in its sole discretion appears to be in the best interest of the Association, the Owners and the Property. For such alterations, demolition, reconstruction, or addition shall be authorized by an affirmative vote of at least two-thirds of the Board at a duly called meeting at which a quorum is present and presided and approved by the affirmative vote of at least a majority of such class of the Members present in person or by proxy at a duly called meeting at which a quorum is present. For purposes of this paragraph, the presence at a duly called meeting of Members or of proxies entitled to cast at least 50% of the votes of each class of membership shall constitute a quorum. If the required quorum is not forthcoming at any meeting, another meeting may be called by sending written notice to all Members not less than 10 days nor more than 30 days in advance of the meeting, setting forth the purpose of the required quorum at the preceding meeting. Such subsequent meeting shall be one-half of the required quorum at the preceding meeting. Special assessments shall be payable at the same time and in addition to regular assessments or, at the option of the Board, at different times or in an installment.

8.5 **Assessment Rate.** The pro rata share of the total assessment to be borne by each lot shall be the assessment rate for that lot. The assessment rate shall be a percentage determined as the product of one (1%) at the numerator and the total of all lots as the denominator. All assessments must be uniform for all lots except as otherwise provided herein.

8.6 **Enforcement of the Association.** Each Owner shall be deemed to covenant and agree to pay to the Association the assessments provided for herein on or before the due date thereof as established by the Board and agrees to the enforcement of the assessments in the manner herein specified. In the event the Association employs attorneys for collection of any assessment, whether by suit or otherwise or to enforce compliance with or specific performance of the terms and conditions of this Declaration, such Owner shall pay reasonable attorneys' fees and costs thereby incurred in addition to any other amounts due or any other relief or remedy obtained against such Owner. In the event of a default in payment of any assessment when due, the assessment shall be deemed delinquent and in addition to any other remedies herein or by law provided the Association

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may enforce such obligation in any manner provided by law or in equity, or without any limitation of the foregoing, by either or both of the following procedures:

8.6.1 Suit. The Board may cause a lawsuit to be commenced and maintained in the name of the Association against an Owner to enforce the payment of any delinquent assessment. Any judgment rendered in any such action shall include, without limitation, the amount of the delinquency, interest at the rate of 18% per annum from the date of delinquency, court costs and reasonable attorney's fees filed by the Court;

8.6.2 Lien. There is hereby created a lien, with private power of sale, on each and every lot to secure payment to the Association of any and all assessments levied against any and all Owners, with interest thereon at the rate of 18% per annum from the date of delinquency, and all costs of collection which may be paid or incurred by the Association in connection therewith including, without limitation, costs and reasonable attorney's fees. After the occurrence of any default in the payment of any assessment, the Board or any authorized representative thereof may, but shall not be required to, make a written demand for payment to the delinquent Owner on behalf of the Association. The demand shall state the date and amount of the delinquency. Each default shall constitute a separate basis for a demand or a lien, but any number of defaults may be included within a single demand or lien. If such delinquency is not paid after delivery of such demand, or, even without such a written demand being made, the Association may elect to file a claim of lien on behalf of the Association against any and all delinquent assessments shall be a continuing lien on the lot with or without the aid of all delinquent assessments of a claim of lien. A claim of lien may be asserted, acknowledged or recorded by or on behalf of the Association and shall constitute substantively the following instrument: (a) the name of the Association and shall contain substantially the following information: (i) the name of the delinquent Owner; (ii) the legal description of the lot; (c) the amount due and owing including attorney's fees, collection costs, and reasonable attorney's fees; (d) and that the lien is claimed by the Association pursuant to this Declaration. Upon the occurrence of a delinquent assessment or the recording of a claim of lien, the lien shall immediately attach and become effective in favor of the Association as a lien upon the lot against which such assessment was recorded. Except as may otherwise be provided in Paragraph 8.7 hereof, the lien shall have priority over all liens or claims created subsequent to the due date of the first delinquent assessment for which the lien is claimed. Any lien may be foreclosed by a diligent action in court or in the manner provided by law for the foreclosure of a mortgage or trust deed, with private power of sale, as set forth by the laws of the State of California, as and if amended. The lien shall be in favor of the Association and shall be the benefit of all other Owners. The Association shall have the right to purchase, acquire, hold or sell and the power to bid in at any foreclosure sale and to purchase, acquire, hold and thereafter lease, mortgage and convey any lot. In the event such foreclosure is by action in court, reasonable attorney's fees, court costs, title search fees, interest and all other costs and expenses shall be allowed to the extent permitted by law. Each Owner, by becoming an Owner of a lot, hereby expressly waives any objection to the enforcement and foreclosure of this lien in this manner.

8.7 Subordination of Lien. The lien for assessments provided for herein shall be subordinate to the lien of the first mortgage on the lot. Sale or transfer of any lot shall not affect the validity or priority of the assessment lien. However, the sale or transfer of any lot pursuant to foreclosure of a first mortgage shall extinguish the lien of such assessment as to payments which became due prior to such sale or transfer. No sale or transfer shall relieve such lot from liability for any assessments thereafter becoming due or from the lien thereof. This Declaration shall not release the previous Owner from personal liability for assessments that become due while such Owner was the Owner.

9. Property Rights and Easements.

9.1 Owner's Easement of Easement. Every Owner shall have a nonexclusive right and easement of enjoyment in and to the Facilities of the Development which shall be appurtenant to and shall pass with the title to every lot, subject to the following provisions:

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9.1.1 Right of Use. The right of the Association to limit the number of guests who may use any portion of the Facilities of the Development:

9.1.2 Suspension. The right of the Association to suspend the right of use and right to use any portion of the Facilities of the Development by an Owner for any period during which any assessment against his lot or lots remains unpaid and for a period not to exceed 90 days for any other infraction of this Declaration or the Village Rules;

9.1.3 Redemption. The right of the Association to de-ascend or terminate all or any part of the Facilities of the Development to any public agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Board;

9.1.4 Conveyance. The right of the Association to create assessments and rights-of-use appurtenant to and for the benefit of one or more lots whether for parking, access or otherwise.

9.1.5 Delegation. Any Owner may delegate, in accordance with the Bylaws, his right of enjoyment to the Facilities of the Development to the members of his family, guests, tenants or invitees.

9.2 Blanket Easement. There is hereby created a blanket easement upon, over and under the Property and each of the lots for ingress, egress, installation, repair, replacement and maintaining all utility and service lines and systems, including, but not limited to, water, sewer, gas, telephone, electricity, television cable or communication lines and systems. By virtue of this easement, it shall be expressly permissible for the providing of utility service for the utility company, the utilities, the company, the Association or their agents to install and maintain facilities and equipment on the Property or on any of the lots or on the Facilities of the Development. This easement shall have an estate upon, over and under the Property and each of the lots and the Facilities of the Development to repair and maintain these areas and facilities described in Paragraph 7.2.

9.3 Lien to the Facilities of the Development. Declared shall, as such lien, an Declaration shall convey, deed and convey the Facilities of the Development to the Association.

9.4 Encumbrance. Subject to the provisions herein, any Owner may encumber his lot with or by a first mortgage (and other liens other than the provisions hereof with respect to first mortgages shall not apply to such other liens). It shall be the duty of each Owner whose lot is encumbered by a first mortgage to promptly notify the Association of the name and address of each first mortgagee and the Association shall maintain a record of such first mortgages. Each Owner shall promptly notify the Association of the release or discharge of any first mortgage.

10. Damage or Destruction. In the event any Single Family Residence is damaged or destroyed from any cause, the Owner shall, within 15 days from the date of the occurrence of the damage or destruction, obtain repairs and rebuilding the Single Family Residence in a good workmanlike manner in conformity with the original plans and specifications used in the construction thereof, subject to such changes as are then required by applicable laws, ordinances and governmental rules and regulations, and shall complete same in a reasonably expeditious manner not to exceed 90 days from the date of damage or destruction, except that such 90-day period shall be extended by the period of any delay resulting from occurrences or circumstances which are beyond the control of the Owner and his contractor. Such repair and rebuilding shall be at the expense of the Owner, although the Board shall contribute to the Owner any such expense covered by insurance proceeds, if any, received by the Association therefrom. In the event such Owner refuses or fails to commence or to complete within the 90-day period, the Association, by and through its Board, at its option, is hereby irrevocably authorized by such Owner to undertake such repair and rebuilding in a good workmanlike manner in conformity with the original plans and specifications of the Single Family Residence and the then applicable law. The Owner shall then repay to the Association

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The amount actually expended for such repairs together with interest at the rate of 12 per annum from the date of expenditures shall be paid. Each Owner further agrees that per annum from the date of expenditures shall be paid. Each Owner further agrees that charges for such repairs, if not paid within 10 days after incurred, shall be delinquent and that he becomes a lien upon the lot and the personal obligation of the Owner to the association provided for assessment in Paragraph 5. Such charges shall constitute a debt collectible by the association from the owner through any lawful procedure. Each Owner agrees to pay the association, or its agents, the right and power to bring all actions against such Owner for the collection of such charges and to enforce the lien by all methods available for the enforcement of such lien, including those specified in Paragraph 9 and each Owner grants to the association a power of sale in connection with the lien and such Owner grants to the association a power of sale in connection with the lien. This lien shall be subordinate to the lien of any first mortgage. Nothing contained herein shall be construed in any way so as to relieve any insurance company from the payment of any and all amounts which would be payable under any policy or policies.

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11.1 General. The association shall obtain and maintain in full force and effect at all times certain casualty, liability and other insurance as hereinafter provided. All such insurance shall be obtained, to the extent possible, from responsible companies duly licensed to transact insurance business in the State of Arizona. The association shall be authorized to contract with any such insurance company with a rating in the Standard Insurance Reports of Class VI or better. The Board shall review all such insurance contracts annually and shall increase the amounts thereof as it deems necessary or appropriate. To the extent possible, all amounts shall:

11.1.1. provide for a waiver of subrogation by the insurer as to claims against the Association, its directors, officers, employees and agents against each Owner and each Owner's employees, agents and invitees against each First Mortgagee for all or any part of the Property or of any loss and against any other person for whom the Association, any Owner or First Mortgagee may be responsible; and

11-1-2 provide that the policy of insurance shall not be terminated cancelled or reduced in coverage as to amount or term without at least 30 days' prior written notice.

11.2 Casualty. The Association shall at all times maintain casualty and liability insurance covering the full limits of the Developmental Learning System, Inc. or damage by fire and the extended coverage casualty. For the full 100% insurable replacement cost thereof.

11.3 **Public Liability.** The Association shall obtain and maintain comprehensive public liability and property damage insurance covering all of the Facilities of the Development. Any such insurance must contain a "severability of interests" clause and endorsement which shall preclude the Insured from denying the class of as Other because of the negligent acts of the Association or other Owners. The coverage under such policy shall be for at least \$1,000,000.00 per occurrence for personal injury and \$100,000.00 for property damage per occurrence. The scope of such insurance shall include all other coverage in the limit and amount only required for projects similar in construction, location and use.

11.4 Workers' Compensation. The Association shall obtain and maintain workers' compensation and employer's liability insurance as may be necessary to comply with applicable laws in regard to any and all employees of the Association.

11.5 **Fidelity.** The Association shall obtain and maintain bonds providing fidelity coverage for all persons or entities which handle funds of the Association, including against dishonest acts on the part of directors, officers, managers, trustees, employees or volunteers responsible for handling such funds in amounts not less than 150% of the estimated annual operating expenses and reserves of the Association from time to time. Such fidelity bonds shall name the Association as the named insured. An applicable endorsement shall be added if the bonds would not otherwise cover volunteers. Applicable endorsement shall be added if the bonds would not otherwise cover volunteers.

11.6 Demand. Except to the extent coverage therefor may be obtained by the Association, each Owner shall be free to obtain and be responsible for obtaining

such additional or other insurance as is deemed desirable by them. Any insurance policy obtained by an Owner must not directly or adversely affect or invalidate any insurance or insurance recovery under policies carried by the Association and must, to the extent possible, contain a waiver of the right of subrogation by the insurer as to any claim against the Association, its members, officers, directors, agents and employees.

11.1 Other Insurance. The Association shall not acquire, but may accept, gifts or bequests of insurance coverage including, but not limited to, casualty insurance covering personal property of the Association, other than the Association's own property, and insurance indemnifying not limited to, casualty insurance covering personal property of the Association and insurance covering employees and agents of the Association and insurance covering the officers, directors, employees and agents of the Association.

12. Rights of First Mortgage. Notwithstanding and prevailing over any other provision of this Declaration, the articles or the bylaws, the following rights are granted to all First Mortgagees:

12.1 Priorities. Each and every item created by or pursuant to this Declaration including, but not limited to, the items described in Paragraph 8 is and shall be subordinate, inferior and subject to the item and change of First Mortgage.

2.2 **First Mortgages.** In the event any right or benefit added to this Declaration on the sale or rental of a lot is herein or hereinafter added to this Declaration, each First Mortgagee shall be exempt from any such right of first refusal or similar restriction in that it shall not impair the rights of a First Mortgagee or take title to a lot pursuant to the conditions provided in the First Mortgagee's deed or take title in lieu of foreclosure. In the event of a default by an Owner, not or to accept a deed in lieu of foreclosure, the right of any lot acquired by shall such provision inhereafter with a subsequent sale on lease of any lot acquired by foreclosure by any First Mortgagee.

12.3 **Exemption.** A First Mortgagee shall not in any case of default personally liable for the payment of any assessment or charge, nor the observance or performance of any covenant, restriction, regulation, rule, the articles of bylaws, or any management agreement, except for those matters which are enforceable by injunctive or other equitable actions, not requiring the payment of expenditures of money.

12.4. Working During the pendency of any enforcement proceedings, the Debtor shall not be entitled to exercise any right of redemption or from the time a trustee is appointed a final deed of trust, has any period of redemption to power of sale conferred under a deed of trust and purchase notice of sale pursuant to power of sale conferred under in any such action, say but want to buy, the First Mortgage, or a receiver appointed by the Court in default of need not exercise any or all of the rights and privileges of the Owner in accordance with a loan, including but not limited to the right to vote as a Member of the Association in the place and stead of the defaulting owner.

12.3 Assessment. At such time as the First Mortgage shall become record Owner of a lot, the First Mortgage shall become subject to all of the terms and conditions of this Declaration including, but not limited to, the obligation to pay for all assessments and charges accruing thereafter in the same manner as any other Lot Owner.

12-5. Redemption. The first Mortgagee, or any other party, holding title to a mortgaged lot through foreclosure of a first Mortgage, shall acquire title free and clear of any lien authorized by or arising out of any of the provisions of this Declaration which secured the payment of any assessment or charge accrued prior to the final conclusion of any such foreclosure proceedings, including the acquisition of the final conclusion of any period of redemption. Any such unpaid assessment or charge against the lot foreclosed shall be deemed to be a common expense charged per acre against all lots of the Lot. Notwithstanding the foregoing, however, in the event a charge against one of the lots was made in the purchase or redemption of a lot by a person other than the owner of the lot, the person so purchasing or redeeming the lot shall continue in effect and the lien may be enforced by the Association. The lien shall continue in effect and the Association shall be entitled to enforce the lien for the assessment for the respective lot's assessment that was due prior to the final conclusion of any such foreclosure proceedings. Further, any such unpaid assessment shall nevertheless continue to exist as the personal obligation of the delinquent owner of the respective lot to the Association and the Board may

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reasonable efforts to collect the same from the Owner even after he is no longer a member of the Association.

13. General Provisions.

13.1 **Enforcement.** The provisions of this Declaration shall run with the land and shall be binding upon all persons purchasing, owning, leasing, subleasing, occupying or otherwise having any right, title or interest in any of the Lots or the property thereon, successors, administrators, executors, grantees and assigns. After the date on which this Declaration has been recorded, this Declaration may be enforced by any one or more of the following: the Declarant, the Association, the Board, the Owner or Owners of any Lot or the First Mortgagees. Prior to initiating legal action to enforce this Declaration against Declarant or the Association or its Board, an Owner shall notify Declarant and the Board in writing of the grievance and nature of any asserted violation hereof and Declarant and the Association shall have at least 60 days thereafter within which to cure or abate such violation. All instruments of conveyance of any interest in all or any part of a Lot or the property or instruments of conveyance of this Declaration shall be binding upon all persons any part thereof may contain the provisions hereof by reference to this Declaration. However, the terms and conditions of this Declaration shall be binding upon all persons affected by its terms, regardless of whether referenced in the deed or other instrument of conveyance. Enforcement shall be by proceedings at law or in equity against any person or persons violating or attempting to violate any provision herein to enforce a violation, to recover damages or otherwise. If any party employs attorneys to enforce a lien or the collection of any amount due pursuant to this Declaration, or to enforce compliance with or specific performance of the terms and conditions of this Declaration, the Owner or other parties against whom the action is brought shall pay all attorneys' fees and costs thereby incurred by any such enforcing party prevailing in any such action. Nothing herein shall be deemed to indicate that damages at law constitute an adequate remedy for violations hereof.

13.2 **Waiver or Abandonment.** The waiver, or failure to enforce any breach or violation of any restriction shall not be deemed to be a waiver or abandonment of such restriction, or a waiver of the right to enforce any subsequent breach or violation of such restriction. No forgetting shall apply regarding whether any person affected hereby (or having the right to enforce these restrictions) had knowledge of the breach or violation. No restriction contained herein shall be deemed to have been waived or abandoned unless this Declaration is amended to delete such restriction.

13.3 **Equal Protection.** These restrictions shall be applied to all similarly situated Owners without discrimination.

13.4 **Severability.** The invalidity of any one or more provisions hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being held valid in law, and in the event that any or more of the provisions should be invalid or should operate in violation of this Declaration, this Declaration shall be construed as if such invalid provision had not been inserted.

13.5 **Gender.** The singular, wherever used herein, shall be construed, to mean the plural when applicable, and the necessary grammatical changes required to give the provisions hereof apply either to corporations or individuals, men or women, shall in all cases be assumed as though in each case fully expressed.

13.6 **Typical Headings.** The original or topical headings of the paragraphs contained in this Declaration are for convenience only and do not define, limit or construe the contents of the paragraphs or of this Declaration.

13.7 **Amendment.** This Declaration shall remain in full force and effect for a period of 10 years from the date hereof. Thereafter, it shall be deemed to be renewed for successive terms of 10 years unless revoked or amended by an amendment in writing, executed and acknowledged by the then owners of not less than two-thirds of the lots within 90 days after the expiration of the actual effective period hereof, or any lots within 90 days after the expiration of the actual effective period hereof, or any 10-year extension. These restrictions may be amended at any time by the then Owners

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of not less than one-half of the Lots. The Articles, the Bylaws and all rules and regulations of the Association shall be subordinate to and governed by this Declaration and all provisions thereof which are inconsistent herewith shall be void.

IN WITNESS WHEREOF, the undersigned has executed this First Amended Declaration by its duly authorized officer this 20th day of February, 1981.

DECLARANT:

BALS AM, INC.

Donald J. Smith
Its President

WITNESSES:
I, *Donald J. Smith*, a duly authorized officer of the undersigned, do hereby certify that the foregoing is a true and correct copy of the original of this Declaration as the same appears in the records of the undersigned.

Donald J. Smith
Notary Public

By Commission Expires:

Aug 28, 1982

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RATIFICATION OF

SECOND RESTATED DECLARATION OF COVENANTS, CONDITIONS & RESTRICTIONS

YUMA TITLE & TRUST COMPANY, an Arizona corporation, as
Trustee under Trust No. 78-007, hereby ratifies and confirms that
certain Second Restated Declaration of Covenants, Conditions and Re-
strictions for SUN LEISURE ESTATES, dated January 29th, 1981, attached
hereto.

Dated this 5th day of February, 1981.

YUMA TITLE & TRUST COMPANY, an Arizona
corporation, as Trustee

By: *Mary McCloud*
Mary McCloud, Trust Officer

STATE OF ARIZONA
County of Yuma) ss.

This instrument was acknowledged before me this 5th day of
February, 1981, by Mary McCloud, as Trust Officer of Yuma Title & Trust
Company, an Arizona corporation, as Trustee.

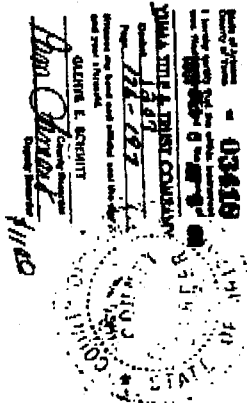
Donna M. McCloud
Notary Public



December 4, 1984.

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When recorded return to:
Yuma Title and Trust Company
P.O. Box 4388
Yuma, Arizona 85364

Trust No. 78-007

YTB

**PLAT AMENDMENT TO
SUN LAUREL ESTATES
SECOND RESTATED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS**

This First Amendment to Sun Laurel Estates Second Restated Declaration of Covenants, Conditions and Restrictions made this 18th day of January, 1982 by Yuma Title and Trust Company, an Arizona corporation, as Trustee under its Trust No. 78-007 ("Yuma Title") and Pals Land, Inc., an Arizona corporation ("Declarant").

RECITALS:

A. Yuma Title is the Trustee under Yuma Title Trust No. 78-007 pursuant to that certain Trust Agreement dated September 19, 1979 (the "Trust Agreement").

B. Declarant is the developer of that certain real property located in Yuma County, Arizona (the "Property"), which is more particularly described as Lots 1-58, Inclusive, and Tract A SUN LAUREL ESTATES, a subdivision according to the plat recorded in Book 8 of Plate, pages 74-85, Records of Yuma County, Arizona, as and if amended hereinafter the Property may otherwise be referred to as the "Development".

C. In conjunction with the Development, Declarant's predecessor in interest caused that certain "Declaration of Covenants, Conditions and Restrictions" to be executed and recorded in Docket 1121, page 687, at sec. Records of Yuma County, Arizona (the "Original Declaration"); subsequently, Declarant, pursuant to the authority granted to it, caused the Original Declaration to be amended pursuant to those certain First Restated Declaration of Covenants, Conditions and Restrictions as recorded in Docket 1193, page 933 at sec. Records of Yuma County, Arizona (the "First Restated Declaration"); and subsequently, Declarant, pursuant to the authority granted to it, caused the First Restated Declaration to be amended to those certain Second Restated Declaration of Covenants, Conditions and Restrictions as recorded in Docket 1207, page 176, at sec. Records of Yuma County, Arizona (the "Second Restated Declaration").

D. As of the date hereof, Declarant, as the owner of 50% or more of the lots referred to in the Second Restated Declaration has the authority to amend or to cause the Second Restated Declaration to be amended as set forth herein below.

AGREEMENTS:

NOW THEREFORE, Yuma Title and Declarant hereby amend the Second Restated Declaration pursuant to this First Amendment as follows:

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RECORDED IN THE
OFFICE OF THE CLERK OF THE
SUPERIOR COURT OF THE
STATE OF ARIZONA
JAN 21 1982
185-1722

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1. Subparagraphs 1.2.1 and 1.2.2 of Paragraph 1.2 of the Second Restated Declaration are amended to read as follows:

"1.2.1. they shall be at least 24 feet wide and they shall have at least 950 square feet of gross livable area under the permanent roof, exclusive of carports, cabanas and garages;"

"1.2.2. the exterior shall be of residential type siding either hardboard or lap and the roofing shall be of asphalt shingles" and,

2. Except as set forth above, all other terms and provisions of the Second Restated Declaration shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this First Amendment to Sun Laurel Estates Second Restated Declaration of Covenants, Conditions and Restrictions to be executed as of the date first set forth above.

YUMA TITLE AND TRUST COMPANY,
an Arizona corporation, as
Trustee under Trust No. 78-007

By Gregory L. Blum
its Trust Officer

PALS LAND, INC., an Arizona
corporation

By [Signature]
its Trust Officer

STATE OF ARIZONA }
County of Yuma } ss.

On this 21st day of January, 1982, before me personally appeared Gregory L. Blum, the Trust Officer of Yuma Title and Trust Company, an Arizona corporation, and acknowledged that the foregoing instrument on behalf of said corporation executed the foregoing Amendment to the Declaration of Covenants, Conditions and Restrictions as recorded in Docket 1207, page 176, at sec. Records of Yuma County, Arizona (the "Second Restated Declaration").

[Signature]
Notary Public

My commission expires:
December 4, 1984

Dkt 1335 - 427



When recorded return to:

Yuma Title & Trust Company
P. O. Box 2736
Yuma, Arizona 85364
Trust No. 78-007

State of Arizona
County of Yuma

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I hereby certify that the within instrument
was filed and recorded at the request of

YUMA TITLE & TRUST COMPANY

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Docket 1335-427

Page 1

Witness me hand and official seal the day
and year indicated

CLINT E. SCHMITT

County Recorder

Notary Public S. 00

SECOND AMENDMENT TO SUN LEISURE ESTATES
SECOND RESTATED DECLARATION OF
COVENANTS, CONDITIONS AND RESTRICTIONS

This Second Amendment to the Sun Leisure Estates
Second Restated Declaration of Covenants, Conditions and
Restrictions is made this 15 day of June, 1983 by Yuma
Title and Trust Company, an Arizona corporation, as Trustee
under its Trust No. 78-007 ("Yuma Title") and Pals Land,
Inc., an Arizona corporation ("Declarant").

RECITALS:

A. Yuma Title is the Trustee under Yuma Title
Trust No. 78-007 pursuant to that certain Trust Agreement
dated September 19, 1979.

B. Declarant is the developer of that certain
platted property located in Yuma County, Arizona described
as Lots 1-58, inclusive, and Tract A Sun Leisure Estates, a
subdivision according to the plat recorded in Book 8 of
Plats, pages 1-65, records of Yuma County, Arizona (the
"Phase I Property"), and that certain unplatted property
located in Yuma County, Arizona and more particularly
described in Exhibit "A" attached hereto and incorporated
herein by reference (the "Unplatted Property").

C. In conjunction with the development of the
Phase I Property, Declarant's predecessor in interest caused
that certain "Declaration of Covenants, Conditions and
Restrictions" to be executed and recorded in Docket 1121,
page 667, et seq., records of Yuma County, Arizona (the
"Original Declaration"). Declarant, pursuant to the
authority granted to it, caused the Original Declaration to
be amended pursuant to those certain First Restated
Declaration of Covenants, Conditions and Restrictions
recorded in Docket 1193, page 993, et seq., records of Yuma
County, Arizona (the "First Restated Declaration").
Subsequently, Declarant, pursuant to the authority granted
to it, caused the First Restated Declaration to be amended
pursuant to that certain Second Restated Declaration of
Covenants, Conditions and Restrictions recorded in Docket
1207, page 176, et seq., records of Yuma County, Arizona
(the "Second Restated Declaration"). Thereafter, Declarant,
pursuant to the authority granted to it, caused the Second
Restated Declaration to be amended pursuant to that certain
First Amendment to the Second Restated Declaration recorded
in Docket 1264, page 180, et seq., records of Yuma County,
Arizona (the "First Amendment").

D. As of the date hereof, Declarant has the
authority to amend the Second Restated Declaration, as
amended by the First Amendment, to be further amended
pursuant to Paragraph 2 of the Second Restated Declaration,
all as more particularly set forth herein below so as to make
the Unplatted Property automatically subject to the Second

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Restated Declaration, as amended, as, if and when the Unplatted Property is platted as part of the expansion of the development on the Phase I Property.

AGREEMENTS:

NOW, THEREFORE, Yuma Title and Declarant hereby amend the Second Restated Declaration, as amended by the First Amendment, as follows:

1. Recital A of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:

"A. Declarant is the developer of that certain platted property located in Yuma County, Arizona described as Lots 1-58, inclusive, and Tract A Sun Leisure Estates, a subdivision according to the plat recorded in Book 8 of Plats, pages 64-65, records of Yuma County, Arizona, as and if amended (the "Phase I Property" and the "Phase I Plat"), and that certain adjacent, unplatted property located in Yuma County, Arizona more fully described on Exhibit "A" attached hereto and incorporated herein by reference (the "Unplatted Property"). (Subject to the limitations set forth in Paragraph 1.19, the Phase I Property and the Unplatted Property shall be jointly referred to in this Declaration, now or as it may hereafter be amended, as the "Property").";

2. Paragraph 1.11 of the Second Restated Declaration is hereby deleted in its entirety and all references, if any, in the Second Restated Declaration, as amended by the First Amendment, to the term "Development" shall be deemed to mean the "Property";

3. Paragraph 1.15 of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:

"1.15 'Lot' shall mean any portion of the property which has been designated in the Plat into a separate component for use as a Single Family Residence, except: Lots 48 and 49 according to the Plat recorded in Book 8 of Plats, pages 64-65, records of Yuma County, Arizona, as and if amended (the "Phase I Plat") for so long as Lots 48 and 49 shall remain Facilities of the Development; and any other Lots set forth on the Plat to the extent that they may become and for long as they shall remain Facilities of the Development. Any combination of Lots held by one Owner (other than Declarant) and combined for use by one Single Family shall constitute one Lot.";

4. Paragraph 1.18 of the Second Restated Declaration has been hereby deleted in its entirety and restated as follows:

"1.18 'Plat' or 'Platted' means any plat of the Property, now or hereafter existing, as and if amended, including, but not limited to the Phase I Plat, as and if amended, which plat shall be consistent with the design and concept of a mobile home park as generally depicted in the Phase I Plat and as contemplated in this Declaration.";

5. Paragraph 1.19 of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:

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"1.19 'Property' shall mean and refer to the platted property described in the Phase I Plat (the "Phase I Property") and the unplatted property described in Exhibit 'A' hereto (the "Unplatted Property") but only as, if and when the Unplatted Property is Platted, now and hereafter excepting therefrom all Tracts now or hereafter referred to in the Plat.";

6. Paragraph 2 of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:

"2. Establishment

2.1 Declarant intends to develop the Phase I and the Unplatted Property in accordance with the plan generally depicted in the Phase I Plat and as contemplated in this Declaration whereby the Phase I and the Unplatted Property shall be developed as a planned development of Single Family Residences.

2.2 While it is the intention of Declarant to plat all or some portions of the Unplatted Property pursuant to a scheme or schemes similar to that set forth in the Phase I Plat, in the event that the market demand for Lots for Single Family Residences is insufficient, Declarant reserves the right not to plat any portions of the Unplatted Property beyond that already set forth in the Phase I Plat.

2.3 If, as and when any portion of the Unplatted Property is Platted and Lots thus created (the "Additional Lots"), the provisions of the Second Restated Declaration, as amended, shall then automatically apply to and thereafter run with the Additional Lots and such newly Platted portions of the Unplatted Property with the same force and effect as if they had originally been included hereunder.

2.4 As Unplatted portions of the Property are Platted, Declarant may, at any time and without the consent of the Owners or any others, amend this Declaration, as amended, by the recordation of one or more amendments pertaining to such Unplatted portions of the Property.

7. Paragraph 5.6.2.2 is hereby deleted in its entirety and restated as follows:

"5.6.2.2 December 31, 1988."; and,

8. Except as set forth above, all other terms and provisions of the Second Restated Declaration as amended by the First Amendment shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Second Amendment to Sun Leisure Estates Sr. and Restated

DN: 1338 430

Declaration of Covenants, Conditions and Restrictions to be executed as of the date first set forth above.

YUMA TITLE AND TRUST COMPANY,
an Arizona corporation, as
Trustee under Trust No. 78-007

By [Signature]
Its [Signature]

PALM LAND, INC.,
an Arizona corporation

By [Signature]
Its [Signature]

STATE OF ARIZONA)
)
County of Yuma)
) ss.

On this 1st day of June, 1983, before me personally appeared Mary McCloud as President of YUMA TITLE AND TRUST COMPANY and acknowledged that (s)he executed the foregoing instrument on behalf of the corporation solely in its capacity as Trustee of Trust No. 78-007, being duly authorized so to do.

[Signature]
Notary Public

My commission expires:

4/4/87

STATE OF ARIZONA)
)
County of Maricopa)
) ss.

On this 1st day of June, 1983, before me personally appeared George Alexander as President of PALM LAND, INC. and acknowledged that (s)he executed the foregoing instrument on behalf of the corporation being duly authorized so to do.

[Signature]
Notary Public

My commission expires:
My commission expires Oct. 24, 1988

DE 1345 1282

When recorded return to:)
 Yuma Title & Trust Company)
 P. O. Box 4580)
 Yuma, Arizona 85364)
 Trust No. 78-007)

State of Arizona
 County of Yuma
 1983 AUG 31 AM 8 00
 YUMA TITLE & TRUST COMPANY
 Docket 1345
 Page 286
 Witness my hand and seal of the County of Yuma, Arizona, this 31st day of August, 1983.
 CLAYTON L. SCHMIDT
 County Recorder
Clayton L. Schmidt
 Deputy Recorder

THIRD AMENDMENT TO SUN LEISURE ESTATES
 SECOND RESTATED DECLARATION OF
 COVENANTS, CONDITIONS AND RESTRICTIONS

This Third Amendment to the Sun Leisure Estates Second Restated Declaration of Covenants, Conditions and Restrictions is made this 25th day of August, 1983 by Yuma Title and Trust Company, an Arizona corporation, as Trustee under its Trust No. 78-007 ("Yuma Title"); and Fals Land, Inc., an Arizona corporation ("Declarant").

RECITALS:

A. Yuma Title is the Trustee under Yuma Title Trust No. 78-007 pursuant to that certain Trust Agreement dated September 19, 1979.

B. Declarant is the developer of that certain platted property located in Yuma County, Arizona described as Lots 1-58, inclusive, and Tract A Sun Leisure Estates, a subdivision according to the plat recorded in Book 8 of Plats, pages 64-65, records of Yuma County, Arizona (the "Phase I Property"). Declarant is also the owner and developer of that certain unplatted property located in Yuma County, Arizona adjacent to the Phase I Property and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference (the "Unplatted Property").

C. In conjunction with the development of the Phase I Property, Declarant's predecessor in interest caused that certain "Declaration of Covenants, Conditions and Restrictions" to be executed and recorded in Docket 1121, page 667, et seq., records of Yuma County, Arizona (the "Original Declaration"). Declarant, pursuant to the authority granted to it, caused the Original Declaration to be amended pursuant to those certain First Restated Declaration of Covenants, Conditions and Restrictions recorded in Docket 1193, page 993, et seq., records of Yuma County, Arizona (the "First Restated Declaration"). Subsequently, Declarant, pursuant to the authority granted to it, caused the First Restated Declaration to be amended pursuant to that certain Second Restated Declaration of Covenants, Conditions and Restrictions recorded in Docket 1207, page 176, et seq., records of Yuma County, Arizona (the "Second Restated Declaration"). Declarant, pursuant to the authority granted to it, then caused the Second Restated Declaration to be amended pursuant to that certain First Amendment to the Second Restated Declaration recorded in Docket 1254, page 180, et seq., records of Yuma County, Arizona (the "First Amendment"). Thereafter, Declarant, pursuant to the authority granted to it, caused the Second Restated Declaration to be further amended pursuant to that Second Amendment to Second Restated Declaration recorded in Docket 1338, page 427 et seq., records of Yuma County, Arizona (the "Second Amendment").

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5. As of the date hereof, Declarant has the authority to amend the Second Restated Declaration, as amended by the First and Second Amendments, to be further amended pursuant to Paragraph 2 of the Second Restated Declaration, all as more particularly set forth herein below so as to clarify that the Declarant or any successor owner of the Unplatted Property may delete all reference of the Unplatted Property in regard to the Second Restated Declaration, as amended, as, if and when the Declarant or any successor owner of the Unplatted Property so desires.

AGREEMENTS:

NOW, THEREFORE, Yuma Title and Declarant hereby amend the Second Restated Declaration, as amended by the First and Second Amendments, as follows:

1. Paragraph 1.18 of the Second Restated Declaration has been hereby deleted in its entirety and restated as follows:

"1.18 'Plat' or 'Platted' means any plat of the Property, now or as hereafter amended and including but not limited to the Phase I Plat, which plat shall be consistent with the design and concept of a mobile home park as generally depicted in the Phase I Plat and as contemplated in this Declaration."

2. Paragraph 1.19 of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:

"1.19 'Property' shall mean and refer to the platted property described in the Phase I Plat (the "Phase I Property") and, as the case may be, may include the unplatted property described in Exhibit "A" hereto (the "Unplatted Property") but only as, if and when the Unplatted Property is Platted;"

3. Paragraph 2 of the Second Restated Declaration is hereby deleted in its entirety and restated as follows:

"2. Establishment

2.1 Declarant has developed the Phase I Property in accordance with the plan generally depicted in the Phase I Plat and as contemplated in this Declaration. Declarant or any successor owner of the Unplatted Property, in its sole discretion, shall have the option of developing the Unplatted Property in accordance with the plan generally depicted in the Phase I Plat and as contemplated in this Declaration or in accordance with any other plan or not developing the Unplatted Property.

2.2 If, as and when any portion of the Unplatted Property is Platted and Lots thus created (the "Additional Lots"), the provisions of this Declaration, as amended, shall then automatically apply to and thereafter run with the Additional Lots and such newly Platted portions of the Unplatted Property with the same force and effect as if they had originally been included hereunder.

2.3 As unplatted portions of the Property are Platted, Declarant or any successor owner of the Unplatted Property being platted may, at any time and

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without the consent of the Owners or any others, further amend this Declaration, by the recordation of one or more amendments pertaining to such unplatted portions of the Unplatted Property.

2.4 If, as and when Declarant or any owner or owner of any portion of the Unplatted Property desires to delete all reference to any portion of the Unplatted Property in which it has an interest from this Declaration, Declarant or any such successor owner may do so at any time or times and without the consent of the Owners of the Lots or the Additional Lots or any others, by the recordation of one or more amendments hereto deleting reference to such portions of the Unplatted Property." and,

4. Except as set forth above, all other terms and provisions of the Second Restated Declaration as amended by the First and Second Amendments shall remain in full force and effect.

IN WITNESS WHEREOF, the undersigned have caused this Third Amendment to Sun Leisure Estates Second Restated Declaration of Covenants, Conditions and Restrictions to be executed as of the date first set forth above.

YUMA TITLE AND TRUST COMPANY,
an Arizona corporation, as
Trustee under Trust No. 78-007

By *L. L. L.*
its *President*

PALS LAND, INC.,
an Arizona corporation

By *L. L. L.*
its *President*

STATE OF ARIZONA)
) ss.
County of Yuma)

On this 29 day of August, 1983, before me personally appeared Mary McLeod, as President of YUMA TITLE AND TRUST COMPANY and acknowledged that she executed the foregoing instrument on behalf of the corporation solely in its capacity as Trustee of Trust No. 78-007, being duly authorized so to do.

John L. L.
Notary Public

My commission expires 4/4/87

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STALL F. APINIMA)

County of Maricopa)

ss.

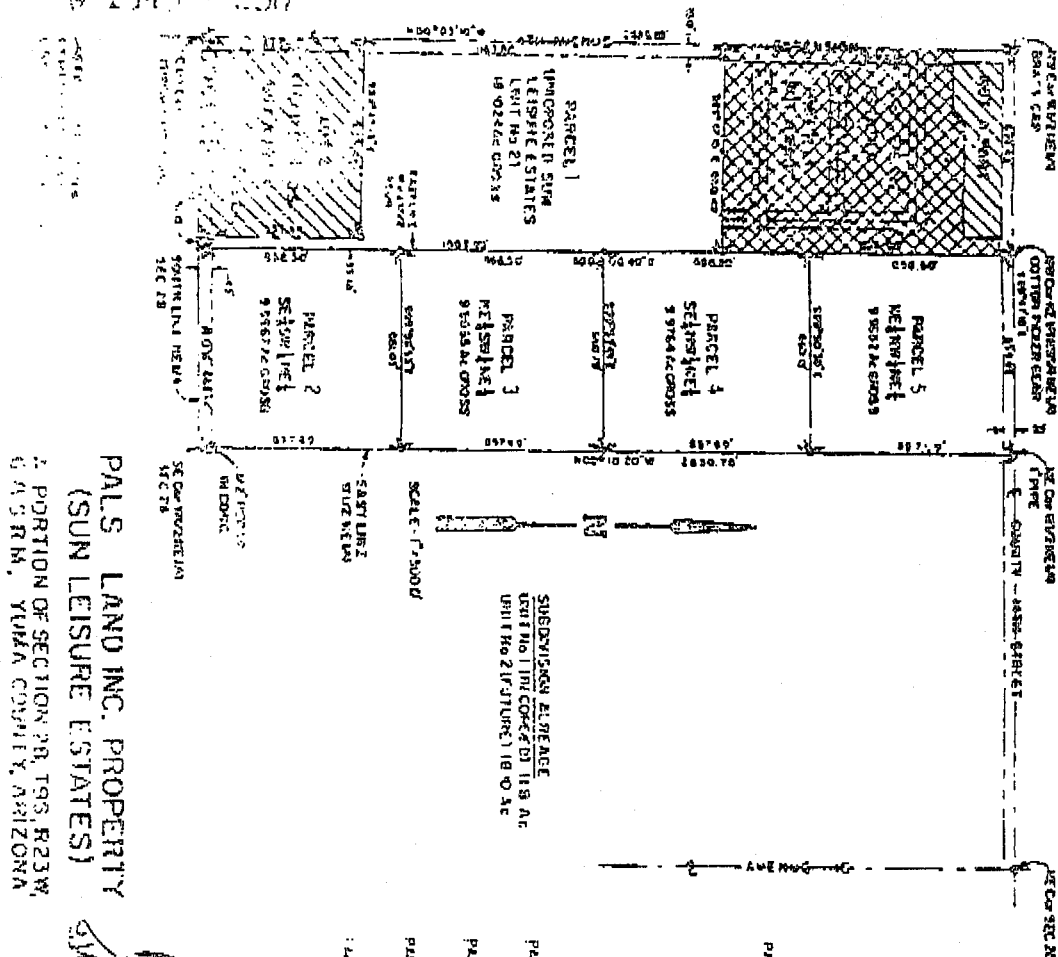
On this 26 day of February, 1983, before me personally appeared George Alexander as President of PALS LAND, INC. and acknowledged that he executed the foregoing instrument on behalf of the corporation being duly authorized so to do.

Notary Public

My commission expires:

My commission expires Jan 30 1984.

1345 256



PALM LAND INC. PROPERTY
(SUN LEISURE ESTATES)
 A PORTION OF SECTION 28, T3S, R23W,
 YUMA COUNTY, ARIZONA



PREPARED BY
 AUSTIN ENGINEERING
 1000 WEST 10TH STREET
 SUITE 100
 YUMA, ARIZONA 85404
 PHONE 928-461-1111

LOCAL DESCRIPTIONS

- PARCEL 1:** The whole of Section 28, Township 3 South, Range 21 East of the Gila and Salt River Basins and Meridian, Yuma County, Arizona.
- PARCEL 2:** The whole of Section 28, Township 3 South, Range 21 East of the Gila and Salt River Basins and Meridian, Yuma County, Arizona.
- PARCEL 3:** The whole of Section 28, Township 3 South, Range 21 East of the Gila and Salt River Basins and Meridian, Yuma County, Arizona.
- PARCEL 4:** The whole of Section 28, Township 3 South, Range 21 East of the Gila and Salt River Basins and Meridian, Yuma County, Arizona.
- PARCEL 5:** The whole of Section 28, Township 3 South, Range 21 East of the Gila and Salt River Basins and Meridian, Yuma County, Arizona.